



GSA Southeast Sunbelt Region

July 14, 2009

Mr. Brian Murray  
Sr. Vice President  
Skanska USA Building Inc.  
55 Ivan Allen Jr. Blvd. Suite 600  
Atlanta, GA 30308

Subject: **NOTIFICATION OF INTENT TO AWARD**, Solicitation No. GS-04P-09-EX-C-0076,  
Construction Manager as-constructor for the modernization of the Dr. A. H. McCoy Federal  
Building in Jackson, Mississippi.

Dear Mr. Murray:

Congratulations, **Skanska USA Building Inc.** has been selected for the contract for Construction Manager as-constructor for the modernization of the Dr. A. H. McCoy Federal Building in Jackson, Mississippi. Your firm was selected among excellent candidates, and we are pleased to welcome Skanska USA Building Inc. to our team. I will send Standard Form 1442 for execution once Skanska has been determined financially responsible by GSA's Chief, Credit and Finance Section, in GSA's Heartland Region.

Pursuant to FAR 52.228-5, Insurance - Work on a Government Installation, Skanska is required to provide and maintain during the entire performance of this contract, the minimum amounts of insurance required in FAR 28.307:

1. Comprehensive general liability: \$500,000 per occurrence
2. Automobile liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage
3. Workmen's compensation as required by Federal and State workers' compensation and occupational disease laws
4. Employer's liability coverage of \$100,000, except in States where workers compensation may not be written by private carriers
5. Others as required by State law.

Please send a Certificate of Insurance or its equivalent within ten (10) days after award and prior to Notice to Proceed. The certificate holder shall be listed as follows: GSA, Public Buildings Service, Design and Construction, 401 W. Peachtree Street, NW, Suite 2500, Atlanta, GA 30308.

Finally. The Government intends to award the full GMP amount to encompass design and construction phase services. In respect to the award of construction phase your organization will be required to provide Performance and Payment Bonds and insurance to include Builders Risk, to equal 100% for the full GMP of \$60,000,000. Performance and Payment bond and insurance will

U.S. General Services Administration  
401 West Peachtree Street, NW  
Atlanta, GA 30308  
[www.gsa.gov](http://www.gsa.gov)



GSA Southeast Sunbelt Region

need to be received and accepted by this office before Notice-to-Proceed (NTP) with construction phase service will be issued.

Upon full execution and formal award of the contract, we will schedule a time to meet our teams. If you have any questions about this correspondence, please feel free to contact me at 404-224-2232 or [leslie.smalls@gsa.gov](mailto:leslie.smalls@gsa.gov). Again, congratulations on the intent to award. We look forward to a collaborative team and a successful project.

Yours truly,

(b) (6)

Leslie Smalls  
Contracting Officer

U.S. General Services Administration  
401 West Peachtree Street, NW  
Atlanta, GA 30308  
[www.gsa.gov](http://www.gsa.gov)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
2. AMENDMENT/MODIFICATION NO. PS01  
3. EFFECTIVE DATE OCT 20, 2009  
4. REQUISITION/PURCHASE REQ. NO.  
5. PROJECT NO. (If applicable)

ISSUED BY CODE 4PC1A  
DESIGN & CONSTRUCTION ACQUISITION BRANCH  
PEACHTREE SUMMIT FB  
401 WEST PEACHTREE STREET, STE 2500  
ATLANTA GA 30308  
7. ADMINISTERED BY (If other than Item 6) CODE  
See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
SKANSKA USA BUILDING INC  
55 IVAN ALLEN JR BLVD NW STE 600  
ATLANTA GA 303083050  
(b) (4)

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
GS-04P-09-EX-C-0076  
10B. DATED (SEE ITEM 13)  
JUL 24, 2009  
X  
Brian Murray 404-946-7553  
CODE 00013540 FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE  
PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment  
your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this  
amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule  
Modification Amount: \$0.00  
Modification Obligated Amount: \$0.00

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE  
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 52.243-4  
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
McCoy Federal Building No Change in Contract Price (NCCP)

- a. Modification PS01 is hereby issued to incorporate the following changes into the contract:
1. Revised Proposal Form 1442, Schedule B, dated June 19, 2009 is hereby accepted and incorporated.
  2. Wage Determination MS163 dated 07/03/2009 revised 08/07/09 is incorporated as the official Wage Determination for the duration of the project.
  3. The contractor is authorized to proceed with work and services as defined in the Phase 01A Scope-of-Work (SOW) for the 4th floor TI and AHU dated September 25, 2009 and the contractor's proposal dated September 28th, 2009 at a Not-to-Exceed (NTE) cost of \$1,773,180 in accordance with said services. Actual cost will be reconciled at the completion of Phase 01A.

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  
Brian Murray, Service President  
15B. CO (b) (6)  
(Signature of person authorized to sign)  
15C. DATE SIGNED  
10/26/09  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Leslie Smalls, Contracting Officer  
404 946 7232  
(b) (6)  
(Signature of Contracting Officer)  
16C. DATE SIGNED  
10/26/09

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$										
0010	<p>(New Line Item)</p> <p>4. Early delivery performance incentive fees are incorporated at a Not-to-Exceed (NTE) cost of \$757,809 if substantial completion is met prior to contract substantial date as follows:</p> <p>EARLY DELIVERY SCHEDULE INCENTIVE PROVISIONS</p> <table><tr><td># of Days Prior to Contract Substantial Completion</td><td>Incentive Fee Amounts</td></tr><tr><td>30 Days</td><td>\$189,452</td></tr><tr><td>60 Days</td><td>\$378,905</td></tr><tr><td>90 Days</td><td>\$568,357</td></tr><tr><td>120 Days</td><td>\$757,809</td></tr></table> <p>5. The contractor is authorized within the GMP a firm-fixed amount of \$7,557,810 for General Conditions, insurance, and profit as itemized in contractor's letter of September 24, 2009.</p> <p>6. The contractor is authorized within the GMP a firm-fixed amount of \$920,500 travel, per diem and printing costs as itemized in contractor's letter of September 24, 2009.</p> <p>b. As a result of the foregoing the total contract GMP of \$60,000,000 and substantial contract completion date of August 30th, 2012 remains unchanged.</p>	# of Days Prior to Contract Substantial Completion	Incentive Fee Amounts	30 Days	\$189,452	60 Days	\$378,905	90 Days	\$568,357	120 Days	\$757,809	0.00	EA	0.00	0.00
# of Days Prior to Contract Substantial Completion	Incentive Fee Amounts														
30 Days	\$189,452														
60 Days	\$378,905														
90 Days	\$568,357														
120 Days	\$757,809														

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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. PS02		3. EFFECTIVE DATE OCT 21, 2009		4. REQUISITION/PURCHASE REQ. NO. 4PC1M-10-0011		5. PROJECT NO. (If applicable)	
ISSUED BY DESIGN & CONSTRUCTION ACQUISITION BRANCH PEACHTREE SUMMIT FB 401 WEST PEACHTREE STREET, STE 2500 ATLANTA GA 30308				7. ADMINISTERED BY (If other than Item 6) See Block 6			CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SKANSKA USA BUILDING INC 55 IVAN ALLEN JR BLVD NW STE 600 ATLANTA GA 303083050  Brian Murray 404-946-7553 CODE 00013540				(X)			9A. AMENDMENT OF SOLICITATION NO.
							9B. DATED (SEE ITEM 11)
				X			10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076
							10B. DATED (SEE ITEM 13) JUL 24, 2009
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE  
PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment  
your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this  
amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule  
Modification Amount: \$60,521.00  
Modification Obligated Amount: \$60,521.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52. 243-4
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

McCoy Federal Building

- a. Modification PS02 is hereby issued to provide Electronic Security Design Services, Dr. A.H. McCoy Federal Building Modernization Project, Jackson, MS.
- b. Services shall be provided at a firm fixed price of \$60,521.00 in accordance with the contractor's proposal dated September 25, 2009 and shall be performed in accordance with the project's design milestone schedule. Final deliverables shall include 100% construction documents.
- c. As a result of the foregoing, the total contract amount is increase from \$60,000,000 to \$60,060,521.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Brian Murray, Senior President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leslie Smalls, Contracting Officer 404.224.2282	
15B. CONTRACTOR'S SIGNATURE (b) (6)		16B. UNITED STATES OF AMERICA (b) (6)	
15C. DATE SIGNED 10/26/09		16C. DATE SIGNED 10/26/09	

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0011	<p>Accounting and Appropriation Data:            PN9D01884.2010.4420.04.PG03.P0440001.954.PG211.VMS00002.MS0083ZZ.057.            Cost Applied: \$60,521.00</p> <p>(New Line Item)            Provide electronic security design services.</p>	1.00	LS	60,521.00	60,521.00

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. PS03	3. EFFECTIVE DATE JAN 20, 2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY DESIGN & CONSTRUCTION ACQUISITION BRANCH PEACHTREE SUMMIT FB 401 WEST PEACHTREE STREET, STE 2500 ATLANTA GA 30308		7. ADMINISTERED BY (If other than Item 6) See Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SKANSKA USA BUILDING INC 55 IVAN ALLEN JR BLVD NW STE 600 ATLANTA GA 303083050		(b) (4)	(X)	9A. AMENDMENT OF SOLICITATION NO.
Brian Murray 404-946-7553				9B. DATED (SEE ITEM 11)
CODE 00013540	FACILITY CODE	X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076
				10B. DATED (SEE ITEM 13) JUL 24, 2009

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$0.00  
Modification Obligated Amount: \$0.00

# 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
McCoy Federal Building (NCCP) No Change in Contract Price

a. Modification PS03 is hereby issued to incorporate the following changes into the contract:

b. The contractor is hereby authorized to proceed with work and services as define in the Phase 01B Scope-of-Work (SOW) for the 10th floor dated October 19th, 2009 as amended via Amendment No. 1 and 2 dated November 12, 2009 and the Contractor's cost proposal dated December 2, 2009 at a Not-to-Exceed (NTE) cost of \$1,775,143.00. Actual cost will be reconciled at the completion of Phase 1B.

c. As a result of the foregoing, the total contract GMP of \$60,060,051 and the substantial contract completion date of August 30, 2012 remains unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.		
15A. NAME AND TITLE OF SIGNER (Type or print) Brian Murray, Sr. Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leslie Smalls, Contracting Officer 404-224-2832	
15B. (b) (6) (Signature of person authorized to sign)	15C. DATE SIGNED 1/26/10	16C. DATE SIGNED 1/27/10

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. PS04	3. EFFECTIVE DATE MAR 25, 2010	4. REQUISITION/PURCHASE REQ. NO. 4PC1M-10-0183	5. PROJECT NO. (If applicable)	
ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308		7. ADMINISTERED BY (If other than Item 6) See Block 6		
B. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076 10B. DATED (SEE ITEM 13) JUL 24, 2009		
Tom Underwood 404-946-7400 CODE 00013540		FACILITY CODE		

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$8,271,100.00  
Modification Obligated Amount: \$8,271,100.00

# 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-4
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
McCoy Federal Building, Jackson Ms

- Modification PS04 is hereby issued to increase the Guaranteed Maximum Price(GMP).
- The Guaranteed Maximum Price(GMP) is increased in the amount of \$8,271,100 for the Owner Contingency Allowance to provide for Tenant Moves, Additional Bus Duct, Waterproofing and Exterior Envelope.
- The Owner Contingency Allowance shall be held by the contractor as an Owner Contingency Line Item with the contract schedule of values. Work and services shall be applied against the amount only when authorized by the Contracting Officer. These funds shall not be incorporated into the cost of the work without an approved Notice-to-Proceed (NTP) authorization. The funds shall be used only for direct costs and allowable markups as approved. Work authorized and funded by the Owner Contingency Allowance shall be itemized and tracked independently of the design and construction contingency and shall not be used for project overruns of design, construction or any other costs without the prior consent.

CONTINUED ON PAGE 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Thomas P. Underwood - Project Executive (b) (6)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leslie Smalls, Contracting Officer 404-224-2232	
15C. DATE SIGNED 3/29/10		16C. DATE SIGNED 3/29/10	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Accounting and Appropriation Data: PN9D01884.2010.4420.04.PG03.P0440001.954.PGA63.VMS00002.MS00083Z.057. Cost Applied: \$1,860,000.00				
	PN9D01884.2010.4420.04.PG03.P0440001.954.PGH13.VMS00002.MS00083ZZ.059. Cost Applied: \$700,000.00				
	PN9D01884.2010.4420.04.PG03.P0440001.954.PGH81.VMS00002.MS00083ZZ.055. Cost Applied: \$2,018,024.00				
	PN9D01884.2010.4420.04.PG04.P0440001.954.PGA63.VMS00002.MS00083ZZ.101. Cost Applied: \$3,693,076.00				
	(New Line Item) As a result of the foregoing the total contract GMP is increase from \$60,060,521 to \$68,331,621.00.				
	RECAPITULATION Current Contract Amount : \$60,060,521 This Modification \$8,271,100 Total Contract Amount: \$68,331,621				
0012	Tenant Move Costs (IRIS Work Item 057) Additional funding is provided for tenant related move costs. Within this amount a firm fixed priced amount of \$346,007.00 is authorized within the GMP for the move coordinator and move coordination costs for Social Security Administration, Office of Disability and Adjudication Review (ODAR) and the United States Department of Agriculture, Forest Service (WOC).	1.00	EA	1,860,000.00	1,860,000.00
0013	(New Line Item) Additional bus duct (IRIS Work Item 059) Provide additional 600 Amp bus duct for the building.	1.00	EA	700,000.00	700,000.00
0014	(New Line Item) Waterproofing (IRIS Work Item 055) Funds are provided for costs associated with waterproofing the building.	1.00	EA	552,232.00	552,232.00
0015	(New Line Item) Tenant Move Costs (IRIS Work Item 057) Funding is provided under this line item for tenant related move costs.	1.00	LS	3,693,076.00	3,693,076.00
0016	(New Line Item) Exterior Envelope (IRIS Work Item 055) Additional funding to provide for insulating and fire safing the exterior envelope.	1.00	LS	1,465,792.00	1,465,792.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. PS05	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. 4PC1M-10-0192	5. PROJECT NO. (If applicable)	
ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308		7. ADMINISTERED BY (If other than Item 6) See Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050		9A. AMENDMENT OF SOLICITATION NO.		
Tom Underwood 404-946-7400		9B. DATED (SEE ITEM 11)		
CODE 00013540		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076		
FACILITY CODE		10B. DATED (SEE ITEM 13) JUL 24, 2009		

# 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Modification Amount: \$996,559.00  
Modification Obligated Amount: \$996,559.00

# 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-4
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

McCoy Federal Building, Jackson Ms

- Modification PS04 is hereby issued for Operation and Maintenance Services.
- Work and Services shall be at a firm fixed price of \$996,559 in accordance with the contractors proposal dated 3/22/2010.
- As a result of the foregoing the contract is increase from \$68,331,621.00 to \$69,328,180.00.

# RECAPITULATION

Current Contract Amount \$68,331,621  
This Modification \$ 996,559  
Total Contract Amount \$69,328,180

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) THOMAS R. UNDERWOOD - PROJECT EXECUTIVE (b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leslie Smalls, Contracting Officer 404-224-2232
15C. DATE SIGNED 3/29/10	16C. DATE SIGNED 3/29/10

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0017	<p>Accounting and Appropriation Data:            PN9D01884.2010.4420.04.PG03.P0440001.954.PGH90.VMS00002.MS0083ZZ.037.            Cost Applied: \$996,559.00</p> <p>(New Line Item)</p> <p>Provide operational and maintenance services to enhance project performance and delivery of ARRA requirements by improved coordination and efficiency of operating and maintaining existing systems as they are replaced with the new building systems; improved efficiency in the sequencing of the phased modernization work; improved systems commissioning; more efficient turn over and transition to the O and M contractor at project substantial completion, and improved customer satisfaction. Services shall be provided up through substantial completion.</p>	1.00	LS	996,559.00	996,559.00



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. PS07	3. EFFECTIVE DATE SEP 22, 2010	4. REQUISITION/PURCHASE REQ. NO. 4PC1M-10-0275	5. PROJECT NO. (If applicable)	
ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308		7. ADMINISTERED BY (If other than Item 8) See Block 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076 10B. DATED (SEE ITEM 13) JUL 24, 2009		
Tom Underwood 404-946-7400 CODE 00013540		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE  
PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment  
your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this  
amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule  
Modification Amount: \$150,000.00  
Modification Obligated Amount: \$150,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

McCoy Federal Building, Jackson, MS  
Little Acorn Child Care Center

a. ☐ Modification PS07 is hereby issued for the development of the Little Acorn Playground area.

b. ☐ Proposal dated September 1, 2010 in the amount of \$396,994.00 is hereby accepted. Fiscal Year 10 funding for the playground area is at a firm fixed amount of \$150,000. Funding for the remainder cost of \$246,994.00 estimated Fiscal Year 2011.

c. ☐ As a result of the foregoing the total amount to the contract is increased from \$ 69,328,180.00 to \$69,478,180.00. This is a total increase of \$150,000.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) THOMAS R. UNDERWOOD - VICE PRESIDENT - OPS (b) (6)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Leslie Smalls, Contracting Officer 404-224-2232 (b) (6)
15C. DATE SIGNED 9/23/10	16C. DATE SIGNED 9/23/10



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>Accounting and Appropriation Data:            PN9D01884.2010.192X.00.PG61.P00M3104.976.PGB41...MS0083ZZ.            Cost Applied: \$150,000.00</p> <p>(New Line Item)            Recapitulation</p> <p>Contract Amount      \$69,328,180.00            This Modification      \$    150,000.00            Total Contract Amount      \$69,478,180.00</p>				
0018	<p>PROVIDE EXTERIOR PLAYGROUND EQUIPMENT /            FALL SURFACE / PLAYGROUND FENCING. DESIGN            AND INSTALL THE ABOVE ITEMS AS PART OF THE            ONGOING RENOVATION PROJECT. CONTRACTOR            SHALL USE A QUALIFIED, EXPERIENCED            PLAYGROUND INSTALLATION / DESIGN FIRM IN            THE COMPLETION OF THIS WORK. GSA WILL HAVE            THE FINAL REVIEW AND ACCEPTANCE ROLE OF            ALL DESIGNS AND INSTALLATION OF THE ABOVE            ITEMS.</p>	1.00	JO	150,000.00	150,000.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1 3					
2. AMENDMENT MODIFICATION NO. PC09		3. EFFECTIVE DATE MAR 14, 2011		4. REQUISITION/PURCHASE REQ. NO. 4PC1M-11-0140		5. PROJECT NO. (If applicable)					
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308 Bobbie Clark 404-331-0361				7. ADMINISTERED BY (If other than item 6) CODE See Block 6							
8. NAME AND ADDRESS OF CONTRACTORY (NO., Street, County, State and ZIP Code) SKANSKA USA BUILDING INC. 65 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050  Tom Underwood 404-946-7400 CODE 00013540 FACILITY CODE				(x)    X							
								9A. AMENDMENT OF SOLICITATION NO.			
								9B. DATED (SEE ITEM 11)			
								10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076			
				10B. DATED (SEE ITEM 13) JUL 24, 2009							
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule <span style="float: right;">Modification Amount: \$2,714,257.00 Modification Obligated Amount: \$2,714,257.00</span>											
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>											
Check One	A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. IAW FAR 52.243- 4 CHANGES										
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).										
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:										
	D. OTHER (Specify type of modification and authority)										
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing office.											
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)											
<b>See Supplementary Page.</b>											
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov							
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED MAR 14, 2011					
(Signature of person authorized to sign)				(Signature of Contracting Officer)							

N 7540-01-152-8070  
Previous Edition unusable

STANDARD FORM 30, (Rev. 10-83)  
Prescribed by GSA FAR (48 CFR) 53.243

Supplementary Page

Description of Modification/Amendment:

Recovery

- A. The purpose of this modification is to increase the guaranteed maximum price from \$ 69,478,180.00 to \$72,192,437.00 to include work not included in the original statement of work but is within the scope of this project.
- B. Contracting Officer is changed from Leslie Smalls to Bobbie Clark.
- C. Performance period: contract performance period remains unchanged with a completion date of: August 30, 2012.
- D. These funds shall not be incorporated into the cost of the work without an approved Notice-to-Proceed (NTP) authorization.
- E. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal to provide security escort services, temporary secure offsite parking, after hours work shift due to noise concern, completion of child-care playground, energy power upgrade to building electrical service, replacement roof, and subcontractor design assist services, including BIM, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal to provide the above work at the McCoy Federal Building.
- F. All other terms and conditions remain unchanged

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0019	<p>McCOY FB ARRA R&amp;A</p> <p>McCOY CMc. EACH AMOUNT LISTED BELOW IS A NOT-TO-EXCEED AMOUNT TO BE FIRMED UP LATER WITH ACTUAL COSTS.</p> <p>1. SECURITY ESCORT SERVICES AS REQUIRED BY FPS FOR WORK INSIDE OCCUPIED FEDERAL BUILDING. PRICE -NOT TO EXCEED \$588,444.00</p> <p>2. PROVIDE TEMPORARY SECURE OFFSITE PARKING FOR JUSTICE DEPARTMENT GOVT VEHICLES TO FACILITATE COMPLETING ARRA SCOPE IN EXISTING McCOY GARAGE. PRICE -NOT TO EXCEED \$42,504.00</p> <p>3. PROVIDE AFTER-HOURS WORK SHIFTS DUE TO NOISE CONCERN DURING AGENCY NORMAL WORKING HOURS. DIFFERENTIAL IS FOR ABOVE NORMAL LABOR COSTS. PRICE -NOT TO EXCEED \$963,672.00</p> <p>4. ADDITIONAL FUNDS OVER MOD PS-07 TO PROVIDE COMPLETE CHILD-CARE PLAYGROUND TO INCLUDE INFRASTRUCTURE, PLAY SURFACING, SUB-SURFACE MATERIALS, SHADING STRUCTURE AND FIXED EQUIPMENT. PRICE -NOT TO EXCEED \$246,994.00</p> <p>5. HAVE ENERGY POWER UPGRADE BUILDING ELECTRICAL SERVICE. PRICE -NOT TO EXCEED \$164,242.00</p> <p>6. ADDITIONAL FUNDS TO REPLACE ROOF PER GSA SUPPLIED ROOFING SPEC. PRICE -NOT TO EXCEED \$465,061.00</p> <p>7. PROVIDE SUBCONTRACTOR DESIGN ASSIST SERVICES, INCLUDING BIM, FOR PROJECT DELIVERY OF MEP AND STRUCTURAL WORK TO FACILITATE ARRA PROJECT DOCUMENT COMPLETION. PRICE -NOT TO EXCEED \$243,340.00</p> <p>TOTAL BA03 FUNDS \$2,714,257</p> <p>Accounting and Appropriation Data: PN9D01884.2011.4421.04.PG03.P0440001.N20.PG511.VMS00002.MS0083ZZ.099. \$2,714,257.00 DELIVERY DATE: 02/25/2011 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination</p>	NTE 1.00	JO	NTE 2,714,257.00	NTE 2,714,257.00



Description of Modification/Amendment:

RECOVERY

1. Contract GS-04P-09-EX-C-0076, MCCoy FB Jackson, MS, VMS00002 is hereby changed as follows.
2. ARRA BA04 move funds in the amount of \$-573,417.00 per GSA Central Office Direction are hereby deobligated.
3. Contract price is changed as follows:  
From: \$72,192,437.00 To: \$71,619,020.00  
Total net decrease: minus \$573,417.00
4. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0020	<p>(New Line Item)</p> <p>McCOY FB ARRA R&amp;A</p> <p>DEOBLIGATE ARRA BA04 MOVE FUNDS. PER GSA CENTRAL OFFICE DIRECTION.</p> <p>Accounting and Appropriation Data: PN9D01884.2010.4420.04.PG04.P0440001.N20 PGA63.VMS00002.MS0083ZZ 101. \$-573,417.00 PR NUMBER: 4PC1M-11-0206 DELIVERY DATE: 03/31/2011 SHIP TO: DESIGN &amp; CONSTRUCTION PROJECT MGMT BRANCH MARTIN LUTHER KING FB 77 FORSYTH STREET, ROOM G40 ATLANTA GA 30303 FOB : Destination</p>	1.00	JO	-573,417.00	-573,417.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code	Page of Pages 1 3
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PS11</div>	3. EFFECTIVE DATE <div style="text-align: center;">SEP 19, 2011</div>	4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4PC1M-11-0368</div>	5. PROJECT NO. (if applicable)		
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308		7. ADMINISTERED BY (if other than Item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, County, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 800 ATLANTA GA 303083050		(b) (4)	(x)	9A. AMENDMENT OF SOLICITATION NO.	
Tom Underwood 404-946-7400		X		9B. DATED (SEE ITEM 11)	
CODE 00013540 FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. CS-04P-08-EX-C-0078	
				10B. DATED (SEE ITEM 13) JUL 24, 2009	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) <span style="float: right;">Modification Amount: \$97,294.00</span> See Schedule <span style="float: right;">Modification Obligated Amount: \$97,294.00</span>					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
Check One	A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR PART 43				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the Issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)					
See Supplementary Page.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Russ Alcorn Vice President</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov		
15B. CONTRACTOR/OFFEROR (b) (6)	15C. DATE SIGNED 9/20/11	16B. UNITED STATES OF AMERICA (b) (6)	16C. DATE SIGNED 9/20/2011		
(Signature of person authorized to sign)		(Signature of Contracting Officer)			



Supplementary Page

Description of Modification/Amendment:

McCoy FB R&A, Jackson, MS Little Acorn Child Care Center, Project VMS00002

- A. This modification alters McCoy FB, R&A, Jackson, MS, Little Acorn Child Care Center Project VMS00002, Contract GS-04P-09-EX-C-0076.
- B. Contractor shall provide labor and materials for the design of the exterior playground surfaces and the design/installation of new playground equipment at the Little Acorns Child Development Center in Jackson, Mississippi as outlined in the scope of work.
- C. Contractor proposal for playground equipment plan, dated August 30, 2011 is hereby accepted incorporated into contract. Statement of Work dated April 2010, is incorporated in its entirety into contract.
- D. Performance period: contract performance period remains unchanged for a completion date of August 30, 2012.
- E Contract price is hereby increased from \$71,619,020.00 to \$71,716,313.00. Total net increase of \$97,294.00
- F. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal to design/install new playground equipment as part of the ongoing renovation project at the McCoy Federal Building, Little Acorn Child Care Center, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to design/installation of a new playground, Little Acorn Child Care Center at the McCoy Federal Building, Jackson, Mississippi.
- G. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0021	<p>(New Line Item)</p> <p>McCOY FB R&amp;A, JACKSON, MS LITTLE ACORN CHILD CARE CENTER</p> <p>PROVIDE AND INSTALL EXTERIOR PLAYGROUND EQUIPMENT AS PART OF THE ONGOING RENOVATION PROJECT. THESE FY2011 FUNDS ARE TO BE USED IN ADDITION TO THE FY2010 FUNDING PROVIDED PER CONTRACT MODIFICATION PS07, ISSUED 9/23/10 FOR PLAYGROUND CONSTRUCTION.</p> <p>Accounting and Appropriation Data: PN9D01884.2011.192X.00.PG61.P00M3104.M05.PGB41 VMS00002.MS0083ZZ.. \$97,294.00 PR NUMBER: 4PC1M-11-0368 DELIVERY DATE: 09/16/2011 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination</p>	1.00	JO	97,294.00	97,294.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages									
2. AMENDMENT MODIFICATION NO. <div style="text-align: center;">PS13</div>		3. EFFECTIVE DATE <div style="text-align: center;">FEB 21, 2012</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4PC1M-12-0076</div>		5. PROJECT NO. (If applicable) <div style="text-align: center;">1 3</div>									
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308 Bobbie Clark 404-331-0361				7. ADMINISTERED BY (If other than Item 4) See Block 6											
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050				9A. AMENDMENT OF SOLICITATION NO.											
9B. DATED (SEE ITEM 11)				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-MP-09-EX-C-0076											
10B. DATED (SEE ITEM 13) JUL 24, 2009				11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule <div style="text-align: right;">Modification Amount: \$113,540.89 Modification Obligated Amount: \$113,540.89</div>															
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 5px;">Check One</td> <td style="padding: 5px;">A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center; padding: 5px;">X</td> <td style="padding: 5px;">C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">D. OTHER (Specify type of modification and authority)</td> </tr> </table>								Check One	A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4		D. OTHER (Specify type of modification and authority)
Check One	A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4														
	D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)															
See Supplementary Page.															
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)  CLINTON D BOYD, SENIOR PROJECT MANAGER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov											
15B. CONTRACTOR/OFFEROR (b) (6)		15C. DATE SIGNED  2/20/12		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED  March 7, 2012									
(Signature of person authorized to sign)				(Signature of Contracting Officer)											

**Description of Modification/Amendment:**

A. This modification alters contract GS-04P-09-EX-C-0076 For the McCoy FB, R&A, Jackson, Project VMS00002.

B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as described in the Scope of Work for ATF TI Construction, dated January 17, 2012 which is incorporated in its entirety into contract and attached herein. Contractor proposal dated January 26, 2012 as negotiated is hereby accepted and incorporated into contract.

D. Performance period: contract performance period remains unchanged for a completion date of August 30, 2012.

E Contract price is hereby increased from \$71,716,314.00 to \$71,829,854.89. Total net increase of \$113,540.89

F. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for ATF above standard TI Build out at the McCoy Federal Building, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to ATF above standard TI build out at the McCoy Federal Building, Jackson, Mississippi.

G. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0022	<p>Contracting Officer: Bobbie Clark, 404-331-0381, bobbie.clark@gsa.gov</p> <p>Contracting Officer Representative:</p> <p>Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>(New Line Item)</p> <p>McCOY FB ATF RWA N1193864</p> <p>ATF ABOVE STANDARD T1 BUILDOUT OBLIGATE RWA FUNDS \$113,540.89</p> <p>Accounting and Appropriation Data: PN9D01884.2012.192X.04.PG80.P0440001.H08.PG413. MS0083ZZ. N1193864 \$113,540.89</p> <p>PR NUMBER: 4PC1M-12-0076 DELIVERY DATE: 02/03/2012 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination</p>	1.00	JO	113,540.89	113,540.89

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1 3	
2. AMENDMENT/MODIFICATION NO. PS14		3. EFFECTIVE DATE MAR 08, 2012		4. REQUISITION/PURCHASE REQ. NO. 4PC1M-11-0115		5. PROJECT NO. (If applicable)	
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308				7. ADMINISTERED BY (If other than Item 6) See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, County, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050  <i>Clinton Boyd</i> Tom Underwood 404-946-7400 CODE 00013540 FACILITY CODE				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				(X)		9B. DATED (SEE ITEM 11)	
				(X)		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076	
				(X)		10B. DATED (SEE ITEM 13) JUL 24, 2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One		A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Clinton D Boyd</i> SENIOR PROJECT MANAGER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov			
15B. CONTRACTOR/OFFEROR (b) (6)		15C. DATE SIGNED 3/12/12		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED 3/20/2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Supplementary Page

Description of Modification/Amendment:

- A. This modification alters contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002, ACT PN9D01884
- B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as described in the Scope of Work for HUD to re-install existing card reader and door lock, which is incorporated in its entirety into contract and attached herein. Contractor proposal dated January 26, 2012 as negotiated is hereby accepted and incorporated into contract.
- D. Performance period: contract performance period remains unchanged for a completion date of August 30, 2012.
- E Contract price is hereby increased from \$71,829,854.89 to 71,845,703.89. Total net increase of \$15,849.00.
- F. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for HUD to re-install existing card reader and door lock, at the McCoy Federal Building, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to re-installation of existing card reader and door lock at the McCoy Federal Building, Jackson, Mississippi.
- G. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0023	<p>Contracting Officer: Bobble Clark, 404-331-0361, bobble.clark@gsa.gov</p> <p>Contracting Officer Representative:</p> <p>Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>(New Line Item) McCOY FB R&amp;A</p> <p>PURCHASE &amp; INSTALL SECURITY CARDREADER AND DOOR LOCK AT HUD SUITE MAIN ENTRANCE 10TH FLOOR. BA80 RWA N1137163 \$15,849</p> <p>Accounting and Appropriation Data: PN9D01884.2012.192X.04.PG80.P0440001.H08.PG413. MS0083ZZ. N1137163 \$15,849.00 PR NUMBER: 4PC1M-11-0115 DELIVERY DATE: 02/18/2011 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	15,849.00	15,849.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
PS15		MAR 08, 2012		4PC1M-12-0077			
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2600 Atlanta GA 30308				7. ADMINISTERED BY (if other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, County, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083060  <i>Clinton D Boyd</i> Tom Underwood 404-848-7400  CODE 00013540 FACILITY CODE				(X) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-DHP-09-EX-C-0078			
				10B. DATED (SEE ITEM 13) JUL 24, 2009			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 18, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Clinton D Boyd</i> SENIOR PROJECT MANAGER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0301 bobbie.clark@gsa.gov			
15B. CONTRACTOR/OFFEROR (b) (6)		15C. DATE SIGNED 3/12/12		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED April 16, 2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Supplementary Page

Description of Modification/Amendment:

- A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002  
ACT PN9D01884
- B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as described in the Scope of Work for SSA-ODAR above standard TI cost due to ODAR changes. Scope of work is incorporated in its entirety into contract and attached herein. Contractor proposal dated January 27, 2012 as negotiated is hereby accepted and incorporated into contract.
- C. Performance period: contract performance period remains unchanged for a completion date of August 30, 2012.
- D. Contract price is hereby increased from \$71,845,703.89 to \$72,382,195.98. Total net increase of \$536,492.
- E. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for SSA-ODAR above standard TI cost due to ODAR changes, at the McCoy Federal Building, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to SSA-ODAR above standard TI cost due to ODAR changes at the McCoy Federal Building, Jackson, Mississippi.
- F. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0024	<p>Contracting Officer: Bobble Clark, 404-331-0361, bobble.clark@gsa.gov</p> <p>Contracting Officer Representative:</p> <p>Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>(New Line Item)</p> <p>McCOY FB ODAR RWA N0096205</p> <p>ODAR ABOVE STANDARD TI BUILDOUT OBLIGATE RWA FUNDS \$536,492.00</p> <p>Accounting and Appropriation Data: PN9D01804.2012.192X.04.PG80.P0440001.H00.PG413. MS0083ZZ. N0096205 \$536,492.00</p> <p>PR NUMBER: 4PC1M-12-0077 DELIVERY DATE: 02/03/2012 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	536,492.00	536,492.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
PS16		MAR 08, 2012		4PC1M-11-0117			
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308				7. ADMINISTERED BY (If other than Item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050  <i>Tom Underwood 404-946-7409 CLINTON BOYD 404 8676902</i>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076	
						10B. DATED (SEE ITEM 13) JUL 24, 2009	
CODE 00013540		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One	A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <i>CLINTON D BOYD SENIOR PROJECT MANAGER</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobble Clark, Lead Contracting Officer 404-331-0361 bobble.clark@gsa.gov			
15B. CONTRACTOR/OFFEROR (b) (6)		15C. DATE SIGNED 3/12/12		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED April 17, 2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Supplementary Page

Description of Modification/Amendment:

A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002

ACT PN9D01884

B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as described in the Scope of Work for SSA-ODAR Smith Group for design and installation of LAN wiring. Scope of work is incorporated into contract in its entirety and attached herein. Contractor proposal dated December 19, 2011 as negotiated is hereby accepted and incorporated into contract.

C. Performance period: contract performance period remains unchanged for a completion date of August 30, 2012.

D. Contract price is hereby increased from \$72,382,195.98 to \$72,504,301.89. Total net increase of \$122,106.

E. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for SSA-ODAR Smith Group for design and installation of LAN wiring, at the McCoy Federal Building, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to SSA-ODAR Smith Group for design and installation of LAN wiring changes the McCoy Federal Building, Jackson, Mississippi.

F. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0025	<p>Contracting Officer: Bobbie Clark, 404-331-0361, bobbie.clark@gsa.gov</p> <p>Contracting Officer Representative:</p> <p>Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>(New Line Item)</p> <p>McCOY FB R&amp;A RWA Number N0894119</p> <p>DESIGN AND INSTALL COMPUTER (IT) AND PHONE SYSTEM USING IRS ODAR MANDATED CONTRACTOR (SMITH GROUP) FOR ODAR ON 4TH FLOOR OF McCOY FB.</p> <p>Accounting and Appropriation Data: PN9D01884.2012.192X.04.PG80.P0440001.H08.PGA51. \$122,106.00 PR NUMBER: 4PC1M-11-0117 DELIVERY DATE: 02/18/2011 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	122,106.00	122,106.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
PS17		MAR 09, 2012		4PC1M-12-0078			
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308 Bobbie Clark 404-331-0361				7. ADMINISTERED BY (if other than Item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, County, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050  <i>Clinton Boyd</i> <del>Tom Underwood</del> 404-946-7400 CODE 00013540 FACILITY CODE				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				(b) (4)		9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0078	
				X		10B. DATED (SEE ITEM 13) JUL 24, 2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required)						Modification Amount: \$1,206.00 Modification Obligated Amount: \$1,206.00	
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One	A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Clinton D Boyd</i> SENIOR PROJECT MANAGER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov			
15B. CONTRACTOR/OFFEROR (b) (6)		15C. DATE SIGNED 3/12/12		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED April 17, 2012	
(Signature of person authorized to sign)		(Signature of Contracting Officer)					

Supplementary Page

Description of Modification/Amendment:

A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002

ACT PN9D01884

B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as described in the Scope of Work for SSA-ODAR tenth floor to replace ten (10) existing standard vision peepholes in the hearing rooms with new wide angle vision peepholes per the agency request. Scope of work dated 12/13/ 2011 is incorporated into contract in its entirety and attached herein. Contractor proposal dated December 21, 2011 as negotiated is hereby accepted and incorporated into contract.

C. Performance period: contract performance period remains unchanged for a completion date of August 30, 2012.

D. Contract price is hereby increased from \$72,504,301.89 to \$72,505,507.89. Total net increase of \$1,206.00.

E. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for SSA-ODAR tenth floor to replace ten (10) existing standard vision peepholes in the hearing rooms with new wide angle vision peepholes, at the McCoy Federal Building, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to SSA-ODAR tenth floor replacement of ten (10) existing standard vision peepholes in the hearing rooms with new wide angle vision peepholes for changes at the McCoy Federal Building, Jackson, Mississippi.

F. All other terms and conditions remain unchanged.



SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0026	<p>Contracting Officer: Bobble Clark, 404-331-0361, bobble.clark@gsa.gov</p> <p>Contracting Officer Representative:</p> <p>Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>(New Line Item)</p> <p>McCOY FB ODAR RWA N0088844</p> <p>REPLACE 10 STANDARD DOOR SCOPES WITH WIDE ANGLE DOOR SCOPES PER AGENCY REQUEST. \$1206.00</p> <p>Accounting and Appropriation Data: PN9DD1864.2012.192X.04.PG80.P0440001.H08.PG413. MS0083ZZ. N0088844 \$1,206.00</p> <p>DELIVERY DATE: 02/23/2012</p> <p>SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602</p> <p>FOB : Destination</p> <p>Pricing Option: Firm-Fixed-Price</p>	1.00	JO	1,206.00	1,206.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
PS18		MAR 15, 2012		4PC(M-11-0119			
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308 Bobbie Clark 404-331-0361				7. ADMINISTERED BY (If other than Item 6) CODE See Block 8			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 65 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 30308050  Tom Underwood 404-946-7400 CODE 00013540 FACILITY CODE				(x)			
				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-48P-09-EX-C-0070			
				10B. DATED (SEE ITEM 13) JUL 24, 2009			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
Modification Amount: \$4,387.59 Modification Obligated Amount: \$4,387.59							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One		A. THIS ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
See Supplementary Page.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) CLINTON D BOYD SENIOR PROJECT MANAGER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov			
15B. CONTRACTOR/OFFEROR (b) (6)		15C. DATE SIGNED 4/18/12		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED 4/19/2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Supplementary Page

Description of Modification/Amendment:

- A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002  
ACT PN9D01884
- B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as described in the Scope of Work for moving IRS ODAR from tenth (10th) floor to fourth (4th) floor to facilitate early move requested by the agency due to mission critical scheduling requirements. Scope of work is incorporated into contract in its entirety and attached herein. Contractor proposal dated January 25, 2012 as negotiated is hereby accepted and incorporated into contract.
- C. Performance period: contract performance period remains unchanged for a completion date of August 30, 2012.
- D. Contract price is hereby increased from \$72,505,507.89 to \$72,509,875.48. Total net increase of \$4,367.59.
- E. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for moving IRS ODAR from tenth (10th) floor to fourth (4th) floor to facilitate early move requested by the agency due to mission critical scheduling requirements, at the McCoy Federal Building, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to moving IRS ODAR from tenth (10th) floor to fourth (4th) floor to facilitate early move requested by the agency due to mission critical scheduling requirements for changes at the McCoy Federal Building, Jackson, Mississippi.
- F. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0027	<p>(New Line Item)</p> <p>McCOY FB R&amp;A</p> <p>MOVE IRS ODAR FROM 10TH TO 4TH FLOOR TO FACILITATE EARLY MOVE REQUESTED BY THE AGENCY DUE TO MISSION CRITICAL SCHEDULING REQUIREMENTS.</p> <p>Accounting and Appropriation Data:            PN9D01884.2012.192X.04.PG80.P0440001.H08.PGA83.            \$4,367.59            PR NUMBER: 4PC1M-11-0119            DELIVERY DATE: 02/18/2011            SHIP TO:                100 W CAPITOL                JACKSON MS 39268-1602            FOB : Destination            Pricing Option: Firm-Fixed-Price</p>	1.00	JO	4,367.59	4,367.59
	MS0083ZZ. N0894086				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code	Page of Pages 1 3
AMENDMENT MODIFICATION NO. <b>PS19</b>	3. EFFECTIVE DATE <b>JUL 18, 2012</b>	4. REQUISITION/PURCHASE REQ. NO. <b>4PC1M-12-0135</b>	5. PROJECT NO. (If applicable)		
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308		7. ADMINISTERED BY (If other than Item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050		9A. AMENDMENT OF SOLICITATION NO.			
Tom Underwood 404-946-7400		9B. DATED (SEE ITEM 11)			
CODE 00013540 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076			
		10B. DATED (SEE ITEM 13) JUL 24, 2009			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE <b>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> See Schedule <span style="float: right;">Modification Amount: \$581,932.00 Modification Obligated Amount: \$581,932.00</span>					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
<b>14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)</b> A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002. This modification obligates RWA funds for RWA number N0184638. ACT PN9D01884 B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as requested by tenant ...See Continuation Page Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)  <i>CLINTON D BOYD SENIOR PROJECT MANAGER</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov		
15B. CONTRACTOR/OFFEROR  (b) (6)		15C. DATE SIGNED  9/13/12		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. DATE SIGNED	

Continuation Page

Continued from Block 14...

described in the Scope of Work for DEA agency tenant space above standard tenant improvements. Scope of work dated January 18, 2012 is incorporated into contract in its entirety and attached herein. Contractor proposal dated March 13, 2012 as negotiated is hereby accepted and incorporated into contract.

C. Performance period: contract performance period remains unchanged for a substantial completion date of August 30, 2012 and contract completion date of September 30, 2012.

D. Contract price is hereby increased from \$72,509,875.48 to \$73,091,807.48. Total net increase of \$581,932.00. E. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for above standard tenant improvements build-out at the McCoy Federal Building, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to above standard tenant improvements build-out as requested by the agency for changes at the McCoy Federal Building, Jackson, Mississippi.

F. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0028	<p>Contracting Officer: Bobbie Clark, 404-331-0361, bobbie.clark@gsa.gov</p> <p>Primary Contracting Officer Representative:</p> <p>Alternate Contracting Officer Representative(s):</p> <p>Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>(New Line Item)</p> <p>McCOY FB DEA RWA N0184638</p> <p>DEA ABOVE STANDAND TI BUILD-OUT OBLIGATE RWA FUNDS \$581,932.00</p> <p>Accounting and Appropriation Data: PN9D01884.2012.192X.04.PG80.P0440001.H08.PG413. .MS0083ZZ.N0184638 \$581,932.00</p> <p>PR NUMBER: 4PC1M-12-0135 DELIVERY DATE: 05/21/2012 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	581,932.00	581,932.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. Contract ID Code		Page of Pages 1 3	
AMENDMENT MODIFICATION NO. <b>PS20</b>		3. EFFECTIVE DATE <b>JUL 02, 2012</b>		4. REQUISITION/PURCHASE REQ. NO. <b>4PC1M-12-0160</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308				7. ADMINISTERED BY (If other than Item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050  Tom Underwood 404-946-7400 CODE 00013540 FACILITY CODE				(X)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076	
						10B. DATED (SEE ITEM 13) JUL 24, 2009	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule Modification Amount: \$100,953.00 Modification Obligated Amount: \$100,953.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002. This modification obligates RWA funds for RWA number N0893712. ACT PN9D01884							
B. Contractor shall provide services to GSA for the Dr. A.H. McCoy Federal Building in Jackson, MS as requested by tenant ...See Continuation Page Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)  <i>CLINTON D BOYD SENIOR PROJECT MANAGER</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov			
15B. CONTRACTOR/OFFEROR  (b) (6)		15C. DATE SIGNED  9/13/12		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)					



Continuation Page

Continued from Block 14...

described in the Scope of Work for DOT Motor Carriers agency tenant space above standard tenant improvements. Scope of work dated January 17, 2012 is incorporated into contract in its entirety and attached herein. Contractor proposal dated March 13, 2012 as negotiated is hereby accepted and incorporated into contract.

C. Performance period: contract performance period remains unchanged for a substantial completion date of August 30, 2012 and contract completion date of September 30, 2012. ~~\$73,192,760.48~~ *\$73,192,760.48 CS 9/13/12*

D. Contract price is hereby increased from \$73,091,807.48 to ~~\$73,140,760.48~~. Total net increase of \$100,953.00. E. In consideration of the modification agreed to herein as complete equitable adjustments, for the Contractor's proposal for above standard tenant improvements build-out at the McCoy Federal Building for Motor Carriers, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to above standard tenant improvements build-out as requested by the agency for changes at the McCoy Federal Building, Jackson, Mississippi.

F. All other terms and conditions remain unchanged.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0029	<p>Contracting Officer: Bobbie Clark, 404-331-0361, bobbie.clark@gsa.gov</p> <p>Primary Contracting Officer Representative:</p> <p>Alternate Contracting Officer Representative(s):</p> <p>Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>(New Line Item)</p> <p>McCOY FB DOT MOTOR CARRIERS RWA N0893712 DOT MOTOR CARRIERS ABOVE STANDARD TI BUILD OUT OBLIGATE RWA FUNDS. \$100,953.00</p> <p>Accounting and Appropriation Data: PN9D01884,2012,192X.04.PG80.P0440001.H08.PG413. .MS0083ZZ. .N0893712 \$100,953.00 PR NUMBER: 4PC1M-12-0180 DELIVERY DATE: 07/20/2012 SHIP TO: 100 W CAPITOL JACKSON MS 39269-1602 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	100,953.00	100,953.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages									
				1		4									
2. AMENDMENT MODIFICATION NO. PC22		3. EFFECTIVE DATE DEC 10, 2012		4. REQUISITION/PURCHASE REQ. NO. 4PC1M-13-0053		5. PROJECT NO. (if applicable)									
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308				7. ADMINISTERED BY (if other than item 6) CODE See Block 6											
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050  Tom Underwood 404-946-7400				9A. AMENDMENT OF SOLICITATION NO.											
<div style="border: 1px solid black; width: 100px; height: 20px; background-color: black; margin: 5px 0;">(b) (4)</div>				(x)											
				9B. DATED (SEE ITEM 11)											
CODE 00013540				FACILITY CODE											
				10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076											
				10B. DATED (SEE ITEM 13) JUL 24, 2009											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				Modification Amount: \$629,303.00 Modification Obligated Amount: \$629,303.00											
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">Check One</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td></td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="text-align: center;">X</td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 52.243-4</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>								Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 52.243-4		D. OTHER (Specify type of modification and authority)
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 52.243-4														
	D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)															
Recovery A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002. This modification definitizes modification PC09. ACT: PN9D01884 ...See Continuation Page Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED									
_____ (Signature of person authorized to sign)		<div style="border: 1px solid black; width: 100px; height: 40px; background-color: black; margin: 5px 0;">(b) (6)</div>		<div style="border: 1px solid black; width: 100px; height: 40px; background-color: black; margin: 5px 0;">(b) (6)</div>		12-14-2012									

Continuation Page

Continued from Block 14...

ACT: PN9D01884

B. This supplemental agreement is being issued in response to the Office of Inspector General (OIG) Audit. This modification implements corrective actions as a result of the OIG Audit.

C. Modification PC09 is hereby changed as follows: Change total amount of Modification PC09  
From: \$2,714,257.00 To: \$629,303.00.

Total amount to deobligate for Modification PC09 is \$-2,714,257.00.

Modification PC09 -Total net decrease amount is \$- 2,714,257.00.

D. Energy Upgrade. Contractor invoiced and was paid 100% for Energy Upgrade for the amount of \$164,242. Total amount for Energy Power Upgrade Building Electrical Service is hereby changed as follows: From: Not to exceed amount of \$164,242 To: Firm fixed price amount of \$164,242.

E. Requirement for contractor to provide new roofs for the McCoy Tower and two (2) story wing per GSA supplied roofing specifications is hereby changed as follows: From: Not to Exceed amount of \$465,061 To: Firm fixed price amount of \$465,061.

F. Total Contract price is hereby changed From: \$73,192,760.48 To: \$ 73,822,063.48 Total net increase is \$629,303.00.

G. Performance period: contract performance period remains unchanged for a substantial completion date of August 30, 2012 and contract completion date of September 30, 2012.

H. By agreeing to this modification and accepting the compensation of \$629,303.00, as complete and modified equitable adjustment, the contractor hereby releases the Government from all liabilities, demands, obligations, administrative in nature which the contractor (or supplier) has or may have, now or in the future arising under or relating to this modification.

I. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NOTE: Contractor refused to sign modification; therefore, this modification is issued unilaterally to implement directed corrective actions.

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>Contracting Officer: Bobbie Clark, 404-331-0361, bobbie.clark@gsa.gov</p> <p>Primary Contracting Officer Representative: None</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>Alternate Technical Point of Contact(s): None</p> <p>(New Line Item)</p> <p>McCOY FB ARRA R&amp;A MS0083ZZ BA03 ARRA FUNDING DEFINITIZATIONS FOR MOD PC09</p>				
0030	<p>HAVE THE LOCAL ELECTRIC POWER UTILITY COMPANY - ENTERGY - UPGRADE BUILDING ELECTRICAL SERVICE. THIS INCLUDES SHUTDOWN SAFETY MEASURES, TENANT COORDINATION, CMc STAFFING, ETC.</p> <p>DEFINITIZE FROM NOT-TO-EXCEED TO FIRM FIXED PRICE = \$164,242</p> <p>Accounting and Appropriation Data: PN9D01884.2013.4423.04.PG03.P0440001.N20.PGH13.VMS00002.MS0083ZZ.059. \$164,242.00 PR NUMBER: 4PC1M-13-0053 DELIVERY DATE: 12/14/2012 SHIP TO: DESIGN &amp; CONSTRUCTION PROJECT MGMT BRANCH MARTIN LUTHER KING FB 77 FORSYTH STREET, ROOM G40 ATLANTA GA 30303 FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	164,242.00	164,242.00
0031	<p>(New Line Item)</p> <p>PROVIDE NEW ROOFS FOR THE McCOY TOWER AND 2 STORY WING PER GSA SUPPLIED ROOFING SPEC.</p> <p>DEFINITIZE FROM NOT-TO-EXCEED TO FIRM FIXED PRICE = \$465,061</p> <p>Accounting and Appropriation Data: PN9D01884.2013.4423.04.PG03.P0440001.N20.PGH84.VMS00002.MS0083ZZ.055. \$465,061.00 PR NUMBER: 4PC1M-13-0053 DELIVERY DATE: 12/14/2012 SHIP TO: DESIGN &amp; CONSTRUCTION PROJECT MGMT BRANCH MARTIN LUTHER KING FB</p>	1.00	JO	465,061.00	465,061.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	77 FORSYTH STREET, ROOM G40 ATLANTA GA 30303 FOB : Destination Pricing Option: Firm-Fixed-Price				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages									
2. AMENDMENT MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)									
PC23		DEC 10, 2012		4PC1M-13-0047											
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308				7. ADMINISTERED BY (if other than item 6) CODE See Block 6											
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 800 ATLANTA GA 303083050				(x)		9A. AMENDMENT OF SOLICITATION NO.									
Tom Underwood 404-946-7400						9B. DATED (SEE ITEM 11)									
CODE 00013540				FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076									
				x		10B. DATED (SEE ITEM 13) JUL 24, 2009									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE <b>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule <div style="float: right; text-align: right;">             Modification Amount: \$-2,714,257.00              Modification Obligated Amount: \$-2,714,257.00           </div>															
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.															
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%; padding: 5px;">Check One</td> <td style="padding: 5px;">A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td style="padding: 5px; text-align: center;">x</td> <td style="padding: 5px;">C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4</td> </tr> <tr> <td style="padding: 5px;"></td> <td style="padding: 5px;">D. OTHER (Specify type of modification and authority)</td> </tr> </table>								Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4		D. OTHER (Specify type of modification and authority)
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4														
	D. OTHER (Specify type of modification and authority)														
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.															
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)															
Recovery A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002. The purpose of this modification is to deobligate BA03 ARRA funding for Modification PC09. ACT: PN9D01884 ...See Continuation Page Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Clark, Lead Contracting Officer 404-331-0361 bobbie.clark@gsa.gov											
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED									
(Signature of person authorized to sign)				(b) (6)		12-14-2012									
				(Signature of Contracting Officer)											

Continuation Page

Continued from Block 14...

ACT: PN9D01884

B. This supplemental agreement is being issued in response to the Office of Inspector General (OIG) Audit. This modification implements corrective actions as a result of the OIG Audit.

C. Modification PC09 is hereby changed as follows: Change total amount of Modification PC09  
From: \$2,714,257.00 To: \$0.00

Total amount to deobligate for Modification PC09 is \$-2,714,257.00.

Modification PC09 -Total net decrease amount is \$-2,714,257.00.

D. Total Contract price is hereby changed From: \$73,822,063.48 To: \$ 70,478,503.48  
Contract - Total amount of net decrease is: \$ -2,714,257.00 .

G. Performance Period: Contract performance period remains unchanged for a substantial completion date of August 30, 2012 and contract completion date of September 30, 2012.

H. By agreeing to this modification and accepting the definitization of \$-2,714,257.00 .00 for modification PC09, as complete and modified equitable adjustment, the contractor hereby releases the Government from all liabilities, demands, obligations, administrative in nature which the contractor (or supplier) has or may have, now or in the future arising under or relating to this modification.

I. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

NOTE: Contractor refused to sign modification; therefore, this modification is issued unilaterally to implement directed corrective actions.



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0032	<p>Contracting Officer: Bobbie Clark, 404-331-0361, bobbie.clark@gsa.gov</p> <p>Primary Contracting Officer Representative: None</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>Alternate Technical Point of Contact(s): None</p> <p>(New Line Item)</p> <p>McCOY FB ARRA R&amp;A MS0083ZZ</p> <p>McCOY FB ARRA R&amp;A MS0083ZZ</p> <p>BA03 ARRA FUNDING ADJUSTMENTS FOR MOD PC09 &lt; \$2,714,257&gt;</p> <p>Accounting and Appropriation Data: PN9D01884.2011.4421.04.PG03.P0440001.N20.PG511. VMS00002.MS0083ZZ.099. \$-2,714,257.00 PR NUMBER: 4PC1M-13-0047 DELIVERY DATE: 12/14/2012 SHIP TO: DESIGN &amp; CONSTRUCTION PROJECT MGMT BRANCH MARTIN LUTHER KING FB 77 FORSYTH STREET, ROOM G40 ATLANTA GA 30303 FOB : Destination</p>	1.00	JO	-2,714,257.00	-2,714,257.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
						1	5
AMENDMENT MODIFICATION NO. <div style="text-align: center;">PC24</div>		3. EFFECTIVE DATE <div style="text-align: center;">DEC 21, 2012</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">4PC1M-13-0054</div>		5. PROJECT NO. (if applicable)	
6. ISSUED BY ACQUISITION DIVISION Program Support & Capital Projects Branch 401 West Peachtree Street, Ste 2500 Atlanta GA 30308				7. ADMINISTERED BY (if other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) SKANSKA USA BUILDING INC. 55 IVAN ALLEN JR. BLVD SUITE 600 ATLANTA GA 303083050  Tom Underwood 404-946-7400  CODE 00013540      FACILITY CODE				(x)	9A. AMENDMENT OF SOLICITATION NO.		
					9B. DATED (SEE ITEM 11)		
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-04P-09-EX-C-0076		
					10B. DATED (SEE ITEM 13) JUL 24, 2009		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
Modification Amount: \$2,083,838.00 Modification Obligated Amount: \$2,083,838.00							
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
ack One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR CLAUSE 52.243-4						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
Recovery							
A. This modification alters Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002. ACT: PN9D01884							
B. This supplemental agreement is being issued in response to the Office of Inspector General (OIG) Audit. This modification re-obligates funding from Modification PC09 and ...See Continuation Page							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Bobbie Clark, Lead Contracting Officer 404-331-0361    bobbie.clark@gsa.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Continuation Page

Continued from Block 14...

implements corrective actions as directed by OIG Audit. Contractor is not authorized to invoice or use funding in this modification. This is an internal corrective action.

ACT: PN9D01884

C. The following ARRA funding is being re-obligated from Modification PC09 for the following requirements:

Paragraph C1- CLIN 0033- Security Escort Services. Contractor was required to provide security escort services as required by FPS for work inside occupied federal building. This included subcontractor manpower, CMC Administration and coordination. This was required because the Government needed to begin ARRA project work before security badges could be processed due to backlog of FPS issuing badges. Modification PC09 Not to Exceed Cost for Security Escort Services was \$588,444. Percentage of work completed for this item is 100%. Contractor submitted invoice for 100% for the amount \$511,687.00. Contractor was paid \$511,687.00. Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action. Total net increase for this CLIN is \$511,687.

Paragraph C2 # CLIN 0034- After Hours Shift Work. Contractor was required to provide after hours work shift due to disruptions caused by construction noise generated during agency normal working hours. Differentials are for above normal labor costs, additional safety lighting, etc. in work areas, CMC coordination, and administration. Modification PC09 Not to Exceed Cost for After Shift Work was \$963,672. Percentage of work completed for this item is 100%. Contractor submitted invoice for 100% for the amount of \$104,747.00. Contractor was paid \$104,747.00. Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action. Total net increase for this CLIN is \$104,747.

Paragraph C3- CLIN 0035- Design Assist. Contractor was required to provide subcontractor design assist services, including updated information for BIM for project delivery of MEP and structural work to facilitate ARRA project document completion. Modification PC09 Not to Exceed Cost for Design Assist Work from was \$243,340. Percentage of work completed for this item is 100%. Contractor submitted invoice for 100% for the amount of \$278,257.00. Contractor was paid \$278,257.00. Contractor was paid an additional amount of \$34,917.00 for additional work in Design Assist for this CLIN. Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action. Total net increase is \$278,257.

Paragraph C4- CLIN 0036- Secret Service above Standard Tenant Improvement. Contractor was required to provide build out of above standard tenant improvement items for U.S. Secret Service (USSS) space on 14th floor. Cost of this work as submitted in Authorized Request (AR) proposals from the Contractor (Skanska, USA) and as evaluated by the project manager is a fixed price of \$162,508.00. This total represents costs above contract requirements. Percentage of work completed for this item is 100%. Contractor submitted invoice for 100% for the amount of \$162,508.00. Contractor was paid \$162,508.00. Note: Total cost of this work invoiced and paid on the contract is \$668,797. Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action. Total net increase is \$162,508.

CONTINUED ON PAGE 6

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>Contracting Officer: Bobbie Clark, 404-331-0361, bobbie.clark@gsa.gov</p> <p>Primary Contracting Officer Representative: None</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: Steven Sommer, 404-331-3271, steven.sommer@gsa.gov</p> <p>Alternate Technical Point of Contact(s): None</p> <p>(New Line Item)</p> <p>McCOY FB ARRA R&amp;A MS0083ZZ BA03 ARRA FUNDING REOBLIGATIONS FOR MOD PC09</p>				
0033	<p>PROVIDE SECURITY ESCORT SERVICES AS REQUIRED BY FPS FOR WORK INSIDE OCCUPIED FEDERAL BUILDING. INCLUDES SUBCONTRACTOR MANPOWER, CMc ADMINISTRATION AND COORDINATION. THIS IS DUE TO GOV NEED TO BEGIN ARRA PROJECT WORK BEFORE SECURITY BADGES CAN BE PROCESSED DUE TO FPS BADGING BACKLOG.</p> <p>FIRM FIXED PRICE = \$511,687.00</p> <p>Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action.</p> <p>Accounting and Appropriation Data: PN9D01884.2013.4423.04.PG03.P0440001.N20.PGK31.VMS00002.MS0083ZZ.038. \$511,687.00</p> <p>PR NUMBER: 4PC1M-13-0054</p> <p>DELIVERY DATE: 12/14/2012</p> <p>SHIP TO: DESIGN &amp; CONSTRUCTION PROJECT MGMT BRANCH MARTIN LUTHER KING FB 77 FORSYTH STREET, ROOM G40 ATLANTA GA 30303</p> <p>FOB : Destination</p> <p>Pricing Option: Firm-Fixed-Price</p>	1.00	JO	511,687.00	511,687.00
0034	<p>(New Line Item)</p> <p>PROVIDE AFTER-HOURS WORK SHIFTS DUE TO DISRUPTIONS CAUSED BY CONSTRUCTION NOISE GENERATED DURING AGENCY NORMAL WORKING HOURS. DIFFERENTIAL IS FOR ABOVE NORMAL LABOR COSTS, ADDITIONAL SAFETY LIGHTING, ETC. IN WORK AREAS, CMc COORDINATION AND ADMINISTRATION.</p> <p>FIRM FIXED PRICE = \$104,747.00</p> <p>Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action.</p> <p>Accounting and Appropriation Data: PN9D01884.2013.4423.04.PG03.P0440001.N20.PG413.VMS00002.MS0083ZZ.038. \$104,747.00</p>	1.00	JO	104,747.00	104,747.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0035	<p>PR NUMBER: 4PC1M-13-0054  DELIVERY DATE: 12/14/2012  SHIP TO:  DESIGN &amp; CONSTRUCTION PROJECT MGMT  BRANCH  MARTIN LUTHER KING FB  77 FORSYTH STREET, ROOM G40  ATLANTA GA 30303  FOB : Destination  Pricing Option: Firm-Fixed-Price  (New Line Item)</p> <p>PROVIDE SUBCONTRACTOR DESIGN ASSIST SERVICES, INCLUDING UPDATED INFORMATION FOR BIM, FOR PROJECT DELIVERY OF MEP AND STRUCTURAL WORK TO FACILITATE ARRA PROJECT DOCUMENT COMPLETION.  FIRM FIXED PRICE = \$278,257.00  Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action.</p> <p>Accounting and Appropriation Data:  PN9D01884.2013.4423.04.PG03.P0440001.N20.PG211.  VMS00002.MS0083ZZ.099.  \$278,257.00</p> <p>PR NUMBER: 4PC1M-13-0054  DELIVERY DATE: 12/14/2012  SHIP TO:  DESIGN &amp; CONSTRUCTION PROJECT MGMT  BRANCH  MARTIN LUTHER KING FB  77 FORSYTH STREET, ROOM G40  ATLANTA GA 30303  FOB : Destination  Pricing Option: Firm-Fixed-Price  (New Line Item)</p>	1.00	JO	278,257.00	278,257.00
0036	<p>PROVIDE BUILDOUT OF ABOVE STANDARD TENANT IMPROVEMENT ITEMS FOR US SECRET SERVICE (USSS)SPACE ON 14TH FLOOR.  FIRM FIXED PRICE = \$162,508  Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action.</p> <p>Accounting and Appropriation Data:  PN9D01884.2013.4423.04.PG03.P0440001.N20.PG413.  VMS00002.MS0083ZZ.057.  \$162,508.00</p> <p>PR NUMBER: 4PC1M-13-0054  DELIVERY DATE: 12/14/2012  SHIP TO:  DESIGN &amp; CONSTRUCTION PROJECT MGMT  BRANCH  MARTIN LUTHER KING FB  77 FORSYTH STREET, ROOM G40  ATLANTA GA 30303  FOB : Destination  Pricing Option: Firm-Fixed-Price  (New Line Item)</p>	1.00	JO	162,508.00	162,508.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0037	<p>PROVIDE BUILDOUT OF ABOVE STANDARD TENANT IMPROVEMENT ITEMS FOR OSHA SPACE ON 7TH FLOOR.</p> <p>FIRM FIXED PRICE = \$125,874</p> <p>Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action.</p> <p>Accounting and Appropriation Data: PN9D01884.2013.4423.04.PG03.P0440001.N20.PG413. VMS00002.MS0083ZZ.057. \$125,874.00</p> <p>PR NUMBER: 4PC1M-13-0054 DELIVERY DATE: 12/14/2012</p> <p>SHIP TO: DESIGN &amp; CONSTRUCTION PROJECT MGMT BRANCH MARTIN LUTHER KING FB 77 FORSYTH STREET, ROOM G40 ATLANTA GA 30303</p> <p>FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	125,874.00	125,874.00
0038	<p>(New Line Item)</p> <p>PROVIDE ADDITIONAL CONSTRUCTION SERVICES DUE TO THE UNEXPECTED EXTENT OF AND INHERENT NATURE OF THIS MULTI-PHASE CONSTRUCTION PROJECT.</p> <p>FIRM FIXED PRICE = \$900,765.00</p> <p>These funds shall not be incorporated into the cost of the work. Contractor cannot bill against this CLIN pending completion of audit and authorization from the contracting officer.</p> <p>Accounting and Appropriation Data: PN9D01884.2013.4423.04.PG03.P0440001.N20.PG511. VMS00002.MS0083ZZ.099. \$900,765.00</p> <p>PR NUMBER: 4PC1M-13-0054 DELIVERY DATE: 12/14/2012</p> <p>SHIP TO: DESIGN &amp; CONSTRUCTION PROJECT MGMT BRANCH MARTIN LUTHER KING FB 77 FORSYTH STREET, ROOM G40 ATLANTA GA 30303</p> <p>FOB : Destination Pricing Option: Firm-Fixed-Price</p>	1.00	JO	900,765.00	900,765.00

Recovery - Page 6 Modification PS24 Continued

Modification to alter Contract GS-04P-09-EX-C-0076 for the McCoy FB, R&A, Jackson, MS, Project VMS00002.

ACT: PN9D01884

Paragraph C5-CLIN 0037- OSHA Build out of Above Standard Tenant Improvement. Contractor was required to provide build out of above standard tenant improvement items for OSHA space on 7th floor. Cost of this work as submitted in Authorized Request (AR) proposals from the Contractor (Skanska, USA) and as evaluated by the project manager is a fixed price of \$125,874.00. This total represents costs above contract requirements. Percentage of work completed for this item is 100%. Contractor submitted invoice for 100% for the amount of \$125,874.00.00. Contractor was paid \$125,874.00. Note: Total cost of this work invoiced and paid on the contract is \$248,654.00. Contractor is not authorized to invoice or use funding in this CLIN. This is an internal corrective action. Total net increase is \$125,874.

Paragraph C6 – CLIN 0038 – Construction Services. Contractor was required to provide additional construction services due to the unexpected extent of an inherent nature of this multiphase construction project in accordance with the scope of work attached. Total cost of this work is \$900,765.00. Total net increase for this CLIN is \$900,765. These funds shall not be incorporated into the cost of the work without authorization from the contracting officer. Contractor cannot bill against this CLIN pending completion of audit and authorization from the contracting officer.

Total Contract price is changed from \$71,107,806.48 to \$73,191,644.48. Total net increase is \$2,083,838.00

D. Performance period: contract performance period remains unchanged for a substantial completion date of August 30, 2012 and contract completion date of September 30, 2012.

E. This supplemental agreement is being issued in response to the Office of Inspector General (OIG) Audit. This modification re-obligates funding from Modification PC09, corrects internal documents to accurately reflect payment for build out of above standard tenant improvement for U.S. Secret Service space on 14th floor and build out of above standard tenant improvement items for OSHA space on 7th floor for the Dr. A.H. McCoy Federal Building, Jackson, MS. Contractor is not authorized to invoice or use funding in this modification. This is an internal corrective action. By agreeing to this modification, the contractor acknowledges receipt of payment as stated above, as complete and modified equitable adjustment, and the contractor hereby releases the Government from all liabilities, demands, obligations, administrative in nature which the contractor (or supplier) has or may have, now or in the future arising under or relating to this modification.

I. All other terms and conditions remain unchanged.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE 1 OF 4 PAGES

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. GS-04P-09-EX-C-0076	5. REQUISITION/PURCHASE REQUEST NO. 4PFA-09-0193	6. PROJECT PLAN
7. ISSUED BY GSA REDC ACQUISITION BRANCH B (4PGB) 401 W PEACHTREE ST ROOM 2500 ATLANTA GA 30308	CODE 4PGB	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:	a. NAME Leslie Smalls	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 404-224-2232 leslie.small@gsa.gov

### SOLICITATION

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

See Attached

11. The Contractor shall begin performance _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by	
d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	



## OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

SKANSKA USA BUILDING INC  
55 IVAN ALLEN JR. BLVD  
SUITE 600  
ATLANTA GA 303083050

(b) (4)

15. TELEPHONE NO. (Include area code)

404-659-1970

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE 00013540

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	1	2	3	4	5	6				
DATE.	5/1/09	5/15/09	5/18/09	5/21/09	5/11/09	6/10/09				

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

JOHN REITHAN - EUP

(b) (6)

20c. OFFER DATE

7/24/2009

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

See Schedule

22. AMOUNT

\$60,000,000.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

26. ADMINISTERED BY

4PGB

GSA REDC ACQUISITION BRANCH B (4PGB)  
401 W PEACHTREE ST ROOM 2500  
ATLANTA GA 30308

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

27. PAYMENT WILL BE MADE BY

BCFA

PBS PAYMENTS BRANCH  
P.O. BOX 17181  
FORT WORTH TX 76102-0181

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

JOHN REITHAN - EUP

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer

on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

31a. NAME OF CONTRACTING OFFICER (Type or print)

Leslie Smalls  
leslie.smalls@gsa.gov

34. UNITED STATES OF AMERICA

30c. DATE

7/24/2009

30c. DATE

7/24/2009

STANDARD FORM 1442 (REV. 4-85) BACK

EREV00120747

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Accounting and Appropriation Data: PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.037. Cost Applied: \$17,425,186.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.038. Cost Applied: \$3,352,292.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.055. Cost Applied: \$3,675,780.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.057. Cost Applied: \$18,650,654.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.058. Cost Applied: \$4,415,268.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.059. Cost Applied: \$4,869,130.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.080. Cost Applied: \$1,991,450.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.090. Cost Applied: \$5,295,240.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.099. Cost Applied: \$325,000.00				
	Recovery Act 2009 Contract Award, Construction Manager as a Constructor (CMc) for Design and Construction Phase Services, Dr. A. H. McCoy Federal Building, Jackson, MS				
0001	Award of Design Phase services under Solicitation No. GS-04P-09-EX-C-0076, in accordance with the RFP dated May 15, 2009, as amended under Amendments 1 through 6 dated May 1, 2009; May 15, 2009; May 18, 2009; May 21, 2009; June 1, 2009 and June 10, 2009 and in accordance with the contractor's revised proposal dated June 19, 2009.	1.00	LS	325,000.00	325,000.00
0002	Lobby Extension (IRIS Work Item 090) Construction Phase Services for construction of the security pavilion in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. Estimated cost is the Government's target cost for this work within the overall GMP.	1.00	LS	5,295,240.00	5,295,240.00
0003	Modernization of Conveying Systems (IRIS Work Item 080) Construction Phase Services for modernization of the elevator systems in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. Estimated cost is the	1.00	LS	1,991,450.00	1,991,450.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Government's target cost for this work within the overall GMP.				
0004	Renovation of public restrooms and replacment of plumbing systems (IRIS Work Item 058) Construction Phase Services for replacement of plumbing systems and restroom renovations in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated cost is the Government's target estimate for this work within the overall GMP.	1.00	LS	4,415,268.00	4,415,268.00
0005	Interior Finishes Construction (IRIS Work Item 057) Construction Phase Services for construction and interior fit out costs in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. The estimated costs is the Government's target estimate for this work within the overall GMP.	1.00	LS	18,650,654.00	18,650,654.00
0006	Building Exterior & Sitework (IRIS Work Item 055) Construction Phase Services for building exterior and sitework in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated cost is the Government's target cost for this work within the overall GMP.	1.00	LS	3,675,780.00	3,675,780.00
0007	Replacement of life safety systems and hazardous material abatement (IRIS Work Item 038) Construction Phase Services for replacement of life safety systems and removal of absestos containing materials in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated cost for this work is the Government's target cost within the overall GMP.	1.00	LS	3,352,292.00	3,352,292.00
0008	Replacement of HVAC systems (IRIS Work Item 037) Construction Phase Services for replacement of mechanical systems in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. Estimated costs for this work is the Government's target estimate within the overall GMP.	1.00	LS	17,425,186.00	17,425,186.00
0009	Replacement of electrical systems (IRIS Work Item 059) Construction Phase Services for replacement of electrical systems in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated costs for this work is the Government's target estimate within the overall GMP.	1.00	LS	4,869,130.00	4,869,130.00

**Attachment B – Supplement to Standard Form 1442**  
**CONSTRUCTION MANAGER AS CONSTRUCTOR CONTRACT**

**1 DESIGN PHASE SERVICES** (Base Contract) *(Inclusive of Profit, Overhead, and Fringes)*

A Total Firm, Fixed-Price for Design Phase CMc Services \$325,000.00

B Design Phase Mark-ups for additional CMc services not included in this scope.

Overhead  
Profit  
Commission

(b) (4)

**2 CONSTRUCTION PHASE WORK** (Option)

A Fee (Commission, Overhead, and Profit) \$ 2,040,000.00

B Estimated Cost of the Total Work (B-1 + B-2) \$55,956,311.00

C Estimated Construction Contingency Allowance \$ 1,678,689.00  
2C/2B = 3 % of the Cost of the Work

D Total Construction Phase or **Guaranteed Maximum Price** (2A + 2B + 2C) \$59,675,000.00

**3 TOTAL OFFERED PRICE** (1A + 2D)

\$60,000,000.00

*Include this figure in Block 17 of the STANDARD FORM 1442*

**4 CONSTRUCTION PHASE MARKUPS**

*For changes in construction services to be negotiated, if any, not included in this scope.*

Overhead  
Profit  
Commission

(b) (4)

Extended Overhead (per calendar day)

**\*Reference June 19 cover letter regarding best value proposal.**

EREV00033572

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE 1 OF 4 PAGES

**IMPORTANT** - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. GS-04P-09-EX-C-0076	5. REQUISITION/PURCHASE REQUEST NO. 4PFA-09-0193	6. PROJECT PLAN
7. ISSUED BY GSA REDC ACQUISITION BRANCH B (4PGB) 401 W PEACHTREE ST ROOM 2500 ATLANTA GA 30308	CODE 4PGB	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:	a. NAME Leslie Smalls	b. TELEPHONE NO. (include area code) (NO COLLECT CALLS) 404-224-2232 leslie.small@gsa.gov

#### SOLICITATION

**NOTE:** In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

See Attached

11. The Contractor shall begin performance _____ calendar days and complete it within _____ calendar days after receiving <input type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by	
d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

## OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

SKANSKA USA BUILDING INC  
55 IVAN ALLEN JR. BLVD  
SUITE 600  
ATLANTA GA 303083050

(b) (4)

15. TELEPHONE NO. (Include area code)

404-659-1970

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE 00013540

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.	1	2	3	4	5	6				
DATE.	5/11/09	5/15/09	5/18/09	5/21/09	5/11/09	6/10/09				

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

John Reithan - EUP

(b) (6)

7/24/2009

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

See Schedule

22. AMOUNT

\$60,000,000.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

4PGB

27. PAYMENT WILL BE MADE BY

BCFA

GSA REDC ACQUISITION BRANCH B (4PGB)  
401 W PEACHTREE ST ROOM 2500  
ATLANTA GA 30308

PBS PAYMENTS BRANCH  
P.O. BOX 17181  
FORT WORTH TX 76102-0181

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☒ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this

document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer

on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN  
(Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

Leslie Smalls  
leslie.smalls@gsa.gov

30b. SIGNATURE

30c. DATE

31b. SIGNATURE

31c. DATE

(b) (6)

7/24/2009

(b) (6)

7/24/2009

STANDARD FORM 1442 (REV. 4-85) BACK

EREV00120747

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Accounting and Appropriation Data: PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.037. Cost Applied: \$17,425,186.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.038. Cost Applied: \$3,352,292.00				
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	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.059. Cost Applied: \$4,869,130.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.080. Cost Applied: \$1,991,450.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.090. Cost Applied: \$5,295,240.00				
	PN9D01884.2009.4429.04.PG03.P0440001.954.PG413.VMS00002.MS0083ZZ.099. Cost Applied: \$325,000.00				
	Recovery Act 2009 Contract Award, Construction Manager as a Constructor (CMc) for Design and Construction Phase Services, Dr. A. H. McCoy Federal Building, Jackson, MS				
0001	Award of Design Phase services under Solicitation No. GS-04P-09-EX-C-0076, in accordance with the RFP dated May 15, 2009, as amended under Amendments 1 through 6 dated May 1, 2009; May 15, 2009; May 18, 2009; May 21, 2009; June 1, 2009 and June 10, 2009 and in accordance with the contractor's revised proposal dated June 19, 2009.	1.00	LS	325,000.00	325,000.00
0002	Lobby Extension (IRIS Work Item 090) Construction Phase Services for construction of the security pavilion in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. Estimated cost is the Government's target cost for this work within the overall GMP.	1.00	LS	5,295,240.00	5,295,240.00
0003	Modernization of Conveying Systems (IRIS Work Item 080) Construction Phase Services for modernization of the elevator systems in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. Estimated cost is the	1.00	LS	1,991,450.00	1,991,450.00

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Government's target cost for this work within the overall GMP.				
0004	Renovation of public restrooms and replacement of plumbing systems (IRIS Work Item 058) Construction Phase Services for replacement of plumbing systems and restroom renovations in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated cost is the Government's target estimate for this work within the overall GMP.	1.00	LS	4,415,268.00	4,415,268.00
0005	Interior Finishes Construction (IRIS Work Item 057) Construction Phase Services for construction and interior fit out costs in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. The estimated costs is the Government's target estimate for this work within the overall GMP.	1.00	LS	18,650,654.00	18,650,654.00
0006	Building Exterior & Sitework (IRIS Work Item 055) Construction Phase Services for building exterior and sitework in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated cost is the Government's target cost for this work within the overall GMP.	1.00	LS	3,675,780.00	3,675,780.00
0007	Replacement of life safety systems and hazardous material abatement (IRIS Work Item 038) Construction Phase Services for replacement of life safety systems and removal of asbestos containing materials in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated cost for this work is the Government's target cost within the overall GMP.	1.00	LS	3,352,292.00	3,352,292.00
0008	Replacement of HVAC systems (IRIS Work Item 037) Construction Phase Services for replacement of mechanical systems in accordance with the Government's RFP dated May 15, 2009, as amended under Amendments 1 through 6. Estimated costs for this work is the Government's target estimate within the overall GMP.	1.00	LS	17,425,186.00	17,425,186.00
0009	Replacement of electrical systems (IRIS Work Item 059) Construction Phase Services for replacement of electrical systems in accordance with the Government's RFP dated May 15, 2009 as amended under Amendments 1 through 6. Estimated costs for this work is the Government's target estimate within the overall GMP.	1.00	LS	4,869,130.00	4,869,130.00



**Attachment B – Supplement to Standard Form 1442**  
**CONSTRUCTION MANAGER AS CONSTRUCTOR CONTRACT**

**1 DESIGN PHASE SERVICES (Base Contract) (Inclusive of Profit, Overhead, and Fringes)**

A	Total Firm, Fixed-Price for Design Phase CMc Services	<u>\$325,000.00</u>
B	Design Phase Mark-ups for additional CMc services not included in this scope.	
	Overhead	(b) (4)
	Profit	
	Commission	

**2 CONSTRUCTION PHASE WORK (Option)**

A	Fee (Commission, Overhead, and Profit)	<u>\$ 2,040,000.00</u>
B	Estimated Cost of the Total Work (B-1 + B-2)	<u>\$55,956,311.00</u>
C	Estimated Construction Contingency Allowance 2C/2B = <u>3</u> % of the Cost of the Work	<u>\$ 1,678,689.00</u>
D	Total Construction Phase or <b>Guaranteed Maximum Price</b> (2A + 2B + 2C)	<u>\$59,675,000.00</u>

**3 TOTAL OFFERED PRICE (1A + 2D)**

\$60,000,000.00

*Include this figure in Block 17 of the STANDARD FORM 1442*

**4 CONSTRUCTION PHASE MARKUPS**

*For changes in construction services to be negotiated, if any, not included in this scope.*

Overhead	(b) (4)
Profit	
Commission	
Extended Overhead (per calendar day)	

\*Reference June 19 cover letter regarding best value proposal.

EREV00033572

## DAVIS BACON WAGE DETERMINATION

General Decision Number: MS080163 04/03/2009 MS163

State: Mississippi

Construction Type: Building

County: Hinds County in Mississippi.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	08/22/2008
1	10/17/2008
2	04/03/2009

\* ELEC0480-005 01/01/2009

	Rates	Fringes
ELECTRICIAN (including the low voltage wiring for and installation of temperature controls for HVAC systems).....	\$ 21.55	7.73

\* IRON0469-002 06/01/2008

	Rates	Fringes
IRONWORKER: ORNAMENTAL.....	\$ 19.50	6.43

PLUM0714-003 02/01/2008

	Rates	Fringes
PLUMBER, Including HVAC Pipe.....	\$ 23.00	7.14

\* SUMS2008-047 07/07/2008

	Rates	Fringes
BRICKLAYER.....	\$ 16.67	1.31
CARPENTER, Including Acoustical Ceiling, Drywall Hanging and Form Work.....	\$ 14.19	4.42
CEMENT MASON/CONCRETE FINISHER...	\$ 16.33	7.23
IRONWORKER, REINFORCING.....	\$ 13.64	0.00

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Properly destroy documents when no longer needed

Modernization of the Dr. A.H. McCoy Federal Building  
Solicitation Number GS-04P-09-EX-C-0076

IRONWORKER, STRUCTURAL.....	\$ 17.00	0.83
LABORER: Common or General.....	\$ 9.36	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
OPERATOR: Blade/Grader, Including Finishing.....	\$ 12.75	1.64
OPERATOR: Backhoe.....	\$ 14.08	0.00
OPERATOR: Bulldozer.....	\$ 12.90	0.00
OPERATOR: Crane.....	\$ 16.00	0.00
OPERATOR: Excavator.....	\$ 14.75	0.00
OPERATOR: Forklift.....	\$ 16.00	1.71
OPERATOR: Trackhoe.....	\$ 14.50	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.50	0.24
PIPEFITTER, Excluding HVAC Pipe Installation.....	\$ 21.68	0.00
PLASTERER.....	\$ 13.00	0.00
ROOFER.....	\$ 13.71	0.00
SHEETMETAL WORKER, Including HVAC Duct Installation.....	\$ 12.62	0.00
TRUCK DRIVER.....	\$ 13.00	0.00

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after award only as  
provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

-----  
--

In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively bargained wage and  
fringe benefit rates. Other designations indicate unions whose rates have  
been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal Process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the Interested party's position and by any information (wage payment data, Project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



## **Request for Proposal Construction Manager as-constructor (CMc)**

### **AMERICAN RECOVERY & REINVESTMENT ACT (ARRA) 2009 PROJECT IDENTIFICATION**

Project Name: Modernization of the Dr. A.H. McCoy Federal Building

Project Number: SMS00004

Solicitation Number: GS-04P-09-EX-C-0076

Building Name: Dr. A. H. McCoy Federal Building

Building Address: 100 W. Capitol Street  
Jackson, Mississippi 39201

Type of Contract: Construction Manager as Constructor with a Guaranteed Maximum Price (GMP)  
with Construction Contingency Allowance and Shared Savings

Contracting Office: General Services Administration  
Real Estate, Design and Construction Organization  
Acquisition Division  
401 W. Peachtree Street, NW  
Suite 2513  
Atlanta, GA 30303

Type of Request: **AWARD**

Issue Date: Friday, July 24, 2009

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## **Part 1 - PROJECT OVERVIEW**

### **1 Introduction**

This Request for Proposal (RFP) is composed of four (4) parts. **Part 1** includes this Project Overview. **Part 2** contains the Statement of Work. **Part 3** provides Contract Administration information. And **Part 4** provides regulatory provisions for submission and evaluation/award, detailed instructions for proposal submissions, a description of the method for evaluation/award, and GSA/Standard Forms required as part of the Offeror's proposal.

**Attachment A** offers information on the FAR deviation associated with this contract. **Attachment B** is the Supplement to Standard Form 1442. **Attachment C** is the Certificate of Procurement Integrity.

### **1.2 Contract Parties**

This RFP is issued by the Public Buildings Service of the United States General Services Administration (GSA), Southeast Sunbelt Region, Atlanta, GA, hereinafter referred to as the "Government", to obtain the services of a Construction Manager as constructor (CMc) (also referred to as Offeror or Contractor) who shall be singularly responsible to satisfy the terms of the resulting contract. See Part 1, "Contract Administration," for roles and responsibilities of involved parties. This contract is for the Construction Manager as constructor who will provide Design Phase Services and Construction Phase Work for a proposed modernization of the existing building and facilities and construction of a security pavilion for the Dr. A.H. McCoy Federal Building in Jackson, Mississippi.

The individual authorized to act on the behalf of the GSA in the administration of this contract is the GSA Contracting Officer. The GSA Contracting Officer may delegate certain of his or her authorities to others, and if so, will notify the CMc in writing of the specific authorities delegated to, and limitations placed upon, named authorized representatives. The CMc shall not take any direction, or act upon any information, from individuals other than those having the requisite authority as confirmed by the GSA Contracting Officer's written notification. The Contracting Officer for this project is Leslie Smalls.

### **1.3 Services to be Provided**

The CMc will provide all professional, technical, administrative and clerical personnel as needed to perform all required services including, but not limited to, those described in this Request for Proposal. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned.

### **1.4 Schedules**

"Time," if stated as a number of days within this RFP, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

### **1.5 Project History and Status**

The CMc contract will be awarded for Design Phase Services only, with Construction Phase Work as an option. It is anticipated that the Option for Construction Phase Work will be exercised on or about March 2010.

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## **1.6 Contract Scope**

There are two components of work to be performed by the CMc under this contract: Design Phase Services and Construction Phase Work. The overall responsibilities of the CMc are to perform

construction management services relating to constructability, construction strategy and logistics, and budget control under Design Phase Services and (upon exercise of the Construction Phase Work option) to perform the construction in accordance with the construction documents and other requirements included in this Request for Proposal (RFP). The specific activities, tasks, and deliverables required of the CMc for each phase are further delineated in this RFP. The RFP also requires the Contractor to provide warranties and guarantees. Upon completion, acceptance, and occupancy of the space by GSA and its tenant agencies, GSA will become responsible for providing services, supplies, utilities, and maintenance of the premises, including capital expenditures and reserves, not covered under the required warranties and guarantees.

## **2 Project Description**

The Dr. A.H. McCoy Federal Office Building is located in central Mississippi at 100 West Capitol Street, in downtown Jackson, positioning it halfway between two major cities: New Orleans, Louisiana and Memphis, Tennessee. The City of Jackson is the state's capital with a population of over 410,000. The facility is centered in the midst of potential office space in the Jackson Central Business District (CDB).

The building was constructed in 1979 and is a multi-tenant professional office building, 15 stories in height including a basement. The building is 422,600 gross square feet. The building is a steel and reinforced concrete structural frame with an exterior envelope consisting of pre-cast concrete panels with rectangular shaped windows.

As part of the American Recovery & Reinvestment Act 2009 (Recovery Act 2009), the overall goal is to convert this facility into a "high-performance green building." Also the goal for the project is to provide a facility that will be a model workplace incorporating sustainable design principals and making a distinct architectural statement that is responsive to the existing character of the building while supporting the quality and life of the neighborhood and adjacent surroundings.

### **2.1 Project Type**

The proposed project is a modernization project with the construction of a 3,000 square foot security pavilion.

### **2.2 Project Goals and Objectives**

**GOALS:** The purpose of the modernization project is to create a state-of-the art working environment for Federal tenants in Jackson, Mississippi; minimize future vacancies; provide operational and energy efficiency and economy in building systems; and bring the building up to current code, to include life safety and handicap accessibility. The goals of this project include extending the building's remaining life, improving client satisfaction, increasing the Government's Funds from Operation (FFO) and strengthening the Government's federal presence in the local community.

**OBJECTIVES:** The Objectives to accomplishing these goals will be achieved by providing renovations and alterations to the Dr. A.H. McCoy Federal Building that will enhance the overall appearance to the Federal property and improve marketability; satisfy community interest by freshening its public image as well as improve accessibility, updating building systems to ensure continued use and longevity of the building, and improving functionality, security, and aesthetics, thereby satisfying the needs of the customer agencies residing within the building. Management objectives include minimizing disruption to existing clients during construction; developing an implementation strategy for agency relocation requirements for a phased construction approach in an occupied building; assisting GSA and the tenant agencies with determining swing space requirements; establishing a Team of Stakeholders, including

GSA, the Architect/Engineer (A-E), the Construction Manager (CM), the Commissioning Agent (CXa), and client and local officials to facilitate a collaborative, team approach to the Repair & Alterations (R&A) of the facility; to act as good partners with all stakeholders including the clients, local community, GSA, the A/E the CM and CXa; to manage expectations of all stakeholders by nurturing an open environment and communicating clearly and effectively, and to complete the project effectively, timely and within budget.

### **2.3 Site Access**

The site is accessible for visual inspection by interested parties during regular business hours. All site related questions shall be submitted in writing to the Contracting Officer.

### **2.4 Site Inspection and Testing**

Any inspection of the property, other than visual, or any tests conducted on the property shall be subject to prior approval by the GSA. GSA shall have the right to have a representative present at any such inspection or when any such test is conducted.

### **2.5 Program Requirements**

Technical requirements are presented in Part 3 of this RFP. Criteria/directions within these references shall be considered when developing project proposals and shall govern the proposed modernization and construction of the federal building. Technical references and handbooks specified herein shall not be deemed to be all inclusive, having the effect of excluding applicable references and/or handbooks not specifically mentioned.

### **2.6 Project Budget**

The project budget has been established at \$60,000,000, which includes the fee for the CMc's services during design. At a mutually agreeable point during the design, the Government may elect to convert to a firm, fixed-price for construction of the project. Construction funds for this project are being provided under the Recovery Act 2009. Proposal price elements, definitions, representations(s) and price ranking are addressed in Part 4, Proposal Submission Requirements. It is the intent of the Government to complete design and construction within established budget to maintain fiscal responsibility.

### **2.7 Anticipated Award Period**

The Government anticipates award of this contract by August 1, 2009, for Design Phase Services, which will coincide with the Design Development Phase. Building construction is tentatively scheduled to begin in April 2010. The Government does not guarantee award within these periods nor shall the Government be liable for any costs should award occur before or after such periods.

### **2.8 Completion or Occupancy Date**

The entire facility must be substantially complete within 900 calendar days from receipt of the Notice to Proceed for the Construction Phase Work Option. The Contractor shall identify a guaranteed delivery date within this timeframe. To the guaranteed delivery date, the Contractor shall add a 30-day period for complete inspection and testing of all systems and improvements which are to be paid for and conducted by the Contractor, including the correction of documented punch list items, and schedule contingencies. The calendar-day requirement for final construction completion includes the period for substantial completion plus the 30 days for commissioning and project closeout, i.e. 930 calendar days. The calendar-day requirement for final construction completion will be made a part of the contract and incorporated into the contract at the time of award for Construction Phase Work, and will include a daily liquidated damages dollar amount (consisting of costs the Government expects to incur due to delay, i.e., any extended lease costs, inspection costs, loss of revenues, extended third party contracts, etc.). The calendar day requirement for construction completion will also be used in the Government's evaluation and assessment of any extended overhead due the Contractor for Government caused delays.

### **2.8.1 Liquidated Damages**

In accordance with FAR clause "Liquidated Damages – Construction" (FAR 52.211.12), liquidated damages will be assessed for late delivery beyond the contract completion date in the amount of actual damages but not less than \$4,300.00 per calendar day.

### **2.9 Beneficial Occupancy**

For the purpose of this RFP, the term "beneficial occupancy" means that the Government recognizes the project is complete and ready for possession, occupancy, use and enjoyment thereof despite minor details remaining incomplete; e.g., punch list items that do not impact occupancy or the ability of the occupying agencies (in whole or in part) to perform their missions.

### **2.10 Certificate of Substantial Completion**

The Offeror shall provide the Government with a Certificate of Substantial Completion (AIA Document G704) for the improvements from the project architect and a written statement that the improvements are ready for beneficial occupancy. Within ten (10) business days after receipt of these two documents, the Government shall either issue a written declaration of beneficial occupancy or specifically state those unfinished items impacting occupancy that are required to be completed. The Government's declaration of beneficial occupancy will not be unreasonably withheld. The Offeror will be expected, however, to complete the remaining punch list items within 30 days after beneficial occupancy is declared.

### **2.11 Roles and Responsibilities**

#### **2.11.1 Contractor Responsibilities (Construction Phase)**

The Contractor is required to provide:

- Site Development per Design Drawings and Specifications to be issued by the Government
- Completed construction of building(s) and site features, construction supervision and contract management
- Spare Parts, Materials and Equipment
- Quality Control Plan and Safety Plan
- Inspections and Tests
- Control of the Site (See Government responsibilities - 2.8.2)
- Reproduction and distribution of Construction Documents for use by Subcontractors
- Complete and accurate marked up set of As-Built Drawings and Specifications
- Manuals, Operation and Maintenance information, Shop drawings, etc.
- Training for Facilities Management staff and occupants
- General conditions

#### **2.11.2 Government Responsibilities**

The Government will provide:

- All Architectural/Engineering Design Process Drawings
- Construction Drawings and Specifications.
- Building 100% Construction Document Phase Drawings and Specifications on CD-ROM and one set of printed copies.

- A building site (clean-up/demolition costs are included in Ceiling Price).
- Geotechnical and Soils information known at time of construction.
- Topographical and utilities surveys of proposed site known at time of construction.
- Review and comment of design submittals.
- Inspection and Test Witness to verify attainment of performance requirements.
- Maintenance, Services, and Utilities after occupancy.

## 2.12 Procurement Approach

The Contractor will be selected competitively utilizing the requirements of FAR Part 15 (Formal Source Selection). Based on the complexity and importance of this project, the Government deems it to be in their best interest to consider award based upon technical excellence rather than price. Therefore, in this procurement the combined Technical Evaluation Factors will be significantly more important than cost or price. See Part 2 of this RFP for information on proposal submission requirements, selection procedures, technical evaluation factors, price evaluation, and basis of award.

The Government will award a contract for Design Phase Services, with an Option for Construction Phase Work. Prior to the exercise of the Option for the Construction Phase Work, the Government and the Contractor shall agree upon the Estimated Cost of the Work (ECW), which when combined with the Fee, shall not exceed the Guaranteed Maximum Price (GMP). An audit may be requested in accordance with FAR Part 15 and 30 prior to award; throughout the life of the contract and before final payment is made to the Contractor as an aid to the Contracting Officer in determining the reasonableness of the project; establishing a negotiation position or determining costs billed are actual costs that are allocable and allowable.

## 2.13 Project Delivery Approach

It is anticipated that delivery of the Construction Phase Work will be accomplished utilizing phased construction. The CMC shall work with GSA to develop an implementation strategy for a phased construction approach, to include and not be limited to build-out of temporary swing space, agency relocation in and out of swing space (to include furniture, and telephone and data equipment), and maintaining building systems and operations during construction.

The brief description of the scope of work for this project includes the following:

Description	
<b>BASE SERVICES AND METRICS:</b>	
<b>Grounds and Approaches</b>	
Includes replacement of landscaping materials and plaza areas with new plants and paving that enable the site to meet LEED requirements for sustainable sites. The area of impervious paving will be replaced by plantings and the new impervious surfaces will be designed and shaded so as to not contribute to the heat island effect. This also includes site security improvements such as vehicle barriers, blast wall, & new perimeter lighting.	
<b>Building Structure</b>	
This includes minor repair costs that are anticipated when the existing stair railings are removed and replaced with new ADA & Building Code compliant railings. The costs for the new railings are included under Work Item "Life Safety".	
<b>Building Exterior</b>	
This includes: Repair costs for the 2nd floor patio, Pressure washing & new sealants for exterior joints of the building's veneer & windows, New garage slab seal coating, New garage gates & access control devices, New coiling loading dock doors, New Blast Resistant film applied to the existing insulated glass in the windows & Replacement of the gaskets on the operable windows.	
<b>Interior Alterations (Building Core, Shell and OA Tenant Fit-Out)</b>	

This includes: Demolition of existing interior spaces, New Tenant Improvement costs for all existing tenants as well as proposed future backfill agencies, New Interior ADA compliant signage, New building code compliant stairwell doors and panic hardware, Temporary Swing Space Buildout, Access Flooring for data processing areas, New ceilings for all areas of the building will be replaced, Flooring will be replaced in all common spaces & stairways, Interior wall & flooring finishes will be replaced in the Cafeteria, Vinyl wall coverings in the common areas will be removed and replaced with painted walls. Restrooms will receive new wall tile, new floor tile, new countertops and new toilet partitions. This Work Item also includes the premium costs that are associated with architectural building materials & techniques that are required in order to meet the desired LEED Silver certification level.

#### Conveying Systems

This includes: Modernization of the 8 existing traction elevators and 1 traction service elevator including new microprocessor based control systems. Elevator cabs, rails & frames will be reused and reused in the modernization. Additionally upgrades to the control systems of the 2 hydraulic elevators will be performed.

#### Plumbing Systems

This includes: Replacement of the plumbing system including: water heaters, toilets, sinks and piping.

#### HVAC Mechanical Systems

This includes: Replacement of all HVAC systems including chillers, circulating pumps, air handlers, ductwork & distribution, and monitoring & controls. This work item also includes cost premiums for building commissioning & controls that are required by the LEED Silver certification.

#### Electrical Systems

This includes: Demolition of abandoned low voltage wiring, replacement of the Main Service Switchboards, New motor control centers, New power distribution feeders, New Bus Duct, New lighting & power panel boards, Upgrades to the existing Metasys system, New emergency lighting, New emergency generator, New emergency generator transfer switches, New emergency generator feeders, New emergency generator panel boards, & Temporary generator during switchgear replacement, lighting, voice/data, and security systems. This work item also includes cost premiums for energy savings needed to obtain the desired LEED Silver certification.

#### Life Safety

This includes: Replacement of the stairway railing, replacement of the fire alarm system, replacement of the fire sprinkler system, upgrades to the fire command center and control equipment.

#### Hazardous Abatement

This includes: Abatement of asbestos containing materials including a limited amount of ceiling tiles and existing stairway doors.

#### OA Security/Blast

Includes requested security requirements such as panic buttons, alarm systems, access control devices, cameras, and secure partitions.

#### New Construction Additions

Includes the addition of a new entry element to more clearly define the entry point to the building and to move the security checkpoint away from the core of the building where threats can be minimized.

### 3 Reference Materials

The Government will provide GSA handbooks, design data, specification forms and an index of Government standard design criteria plus any items on the index, as requested.

The project shall conform to the requirements of the following handbooks, design guides, reference material and any other additional requirements transmitted by GSA. In case of conflicts existing between passages in two or more handbooks, the passage in the Handbook of latest issue shall govern. In case of conflicts between any handbook and this Scope of Work, the Scope of Work shall govern.

The following documents are attached to and hereby incorporated in this RFP and further define the technical requirements of the SoW.

- Program Development Study (PDS), Everton, Oglesby Architect, 15 March 2005
- Final Concept Submittal, Schwartz Silver Architects, April 11, 2008
- Asbestos Management Plan Tables, GSA
- Existing construction drawings.
- Electronic CAD drawings of existing architectural floor plans and assignment plans.
- BIM Spatial Model.

#### 3.1 Standards and Criteria Documents

All Design Phase Services and related reviews must be conducted in accordance with the documents listed below. The applicable version of each document shall be the version current at the time of award of the Architectural/Engineering contract. In the event of a conflict between the requirements stated in these documents and requirements provided elsewhere in this Statement of Work, the requirements in the Statement of Work will prevail.

- 1) PBS-P100, Facilities Standards for the Public Buildings Service, including all applicable standards, criteria and guides listed therein. Design Phase submissions must comply with PBS-P100 Appendix A unless otherwise indicated in this Statement of Work
- 2) PBS P-120, Project Estimating Requirements for the Public Buildings Service
- 3) PBS PQ-251, Value Engineering Program Guide for Design and Construction, Volume 2, Contracting Officers and Professional Services Contractors
- 4) Architectural Barriers Act Accessibility Standard (ABAAS)
- 5) The GSA PBS Building Commissioning Guide
- 6) The GSA PBS Pricing Desk Guide
- 7) The GSA PBS Business Assignment Guide
- 8) Space Boundary Placement Clarification (A supplement to the Business Assignment Guide)
- 9) The GSA PBS LEED® Applications Guide
- 10) The GSA PBS BIM Guide Series
- 11) The PBS CAD Standards
- 12) National Building Information Modeling Standard (NBIMS)
- 13) High Performance and Sustainable Building Guidance, dated 12/1/08

Any conflicts or ambiguities within or among the referenced standards and criteria documents, or any deviations from requirements contained in the standards and criteria documents, must be reported to the GSA in writing, for determination as to applicability.



## **Part 2 – Statement of Work**

### **1 General Requirements**

#### **1.1 General Responsibilities**

The CMc shall perform all the services required under this contract as detailed in this Statement of Work, as well as any modifications to the base contract. The CMc is responsible for providing the management, quality control, and administrative tasks needed to perform the services in an expeditious and economical manner consistent with the best interests of the Government. The CMc shall assist the Government to achieve its goals with respect to the project's schedule, budget, scope and quality. These goals are:

- That the scope of the project will be well defined during the Construction Documents phase.
- That the construction work will be performed in conformity with Codes and applicable requirements.
- That the project be completed within the GMP and budget limitations.
- That the building quality will be highest possible within the budget limitations.
- That the construction will be completed as early as possible, but not later than the scheduled construction contract completion date

#### **1.2 Professional Ethics and Standards of Practice**

In the conduct of all activities required for or otherwise related to the performance of the contract work, the CMc shall conform to and uphold all established ethical principles and professional standards of practice governing the CMc segment of the construction industry, including the Construction Management Association of America (CMAA) Code of Professional Ethics.

#### **1.3 Project Management Responsibilities**

##### **1.3.1 Communications Plan**

The CMc, in consultation with the stakeholders of the project, shall assist the GSA in developing and complying with a project communications plan. This plan will be used and maintained throughout the project and modified as necessary to suit each project phase. The plan will include the reporting requirements of the ARRA.

The CMc contractual responsibility is to the GSA only and not to other contractors, tenant agencies or local community interests where the project is located. The CMc shall direct all questions and requests from tenant agencies and local community interests, and inquiries from potential Offerors, to the GSA. Prior to contacting any parties other than the GSA regional personnel, the CMc shall confirm all meetings and/or communications with the GSA. The CMc shall not release any oral, written or graphic information regarding this project to outside sources without obtaining prior consent from the GSA. All requests for information concerning the project must be referred to the GSA for response.

All presentations to non-GSA entities must be first approved by the GSA.

##### **1.3.2 Project Schedule Development and Maintenance**

The CM will develop and maintain, in Microsoft Project®, an integrated master project schedule throughout the course of the project. The master project schedule shall include the 15 nationally agreed-to milestones. The CMc shall assist the Construction Manager (CM) in the development and maintenance of the master project schedule. The master project schedule will conform to the milestones and durations provided in the GSA overall schedule. The CM will coordinate and integrate the schedules, services and activities of the CM, the GSA, the Architect/Engineer (A-E),

the CMc, the Commissioning Agent (CXa) and all other involved parties into the master project schedule.

The A-E will develop and provide a detailed schedule in Microsoft Project® for completion of all required A-E activities, tasks, and submissions leading up to and including the final construction documents (CD) submission(s). The A-E schedule will itemize all required submission dates and review durations. The A-E will provide monthly schedule updates to the CM, showing progress on and completion of all required A-E activities, tasks and submissions, through completion of the final CD submission(s). As the design progresses, the CM will provide monthly updates of the master project schedule to the GSA. If the schedule updates indicate that previously approved schedules may not be met, the CM will give immediate notice and make appropriate recommendations to the GSA and A-E.

After the design is completed, the CM will continue to provide monthly updates of the master project schedule to the GSA. Upon exercise of the CMc contract option for Construction Phase work, the CMc shall provide and maintain the construction schedules as further described in the construction documents. The CM will incorporate the CMc construction schedules into the master project schedule. If the schedule updates indicate that the previously approved schedule may not be met, the CM will make immediate recommendations to the GSA and other responsible parties for remedial action.

Refer to FAR 52.236-15 Schedules for Construction Contracts and to the Scope of Services Construction Phase section for additional schedule requirements.

### **1.3.3 Meeting Agendas, Attendance, Minutes and Correspondence**

The CMc shall prepare and distribute an agenda for each CMc hosted project meeting, in advance of the meeting date. CMc representation at all meetings shall include those individuals having knowledge of the agenda topics and authority to make decisions and commit resources. The CMc shall provide minutes of all CMc hosted project meetings and presentations to all attendees identifying new and unresolved old action items and associated responsible parties. Minutes must be provided within three calendar days after each meeting. The CMc shall reply to correspondence from the GSA, outside agencies, GSA contractors and construction subcontractors within seven calendar days.

During the Construction Phase, the CMc shall attend weekly progress meeting(s) and weekly subcontractor meeting(s). The CMc shall also attend construction oversight meetings with representatives from the GSA and the Project Delivery Team on a monthly basis.

## **1.4 Construction Cost Management**

This contract includes provisions to establish a guaranteed maximum price (GMP) for the construction, consisting of a fixed fee, the estimated cost of the work (ECW), and a construction contingency allowance. This contract also includes a provision for shared savings based on the unused portion of the construction contingency allowance, and for use of the GSA portion of shared savings to fund additional work. See the attached clause entitled CMc Contract Guaranteed Maximum Price with Construction Contingency Allowance and Shared Savings. The CM will assist the GSA in administering these provisions in accordance with requirements provided in the CM contract.

## **1.5 Energy Performance**

For Recovery Act 2009 projects, modernized GSA-owned facilities are required to meet the lowest energy consumption level attainable based on the measurements from two (2) different requirements.

The target maximum annual energy consumption level for this project will be the more efficient of either the 20% below pre-renovation level (See Executive Order 13423 and the Federal Leadership in High

Performance and Sustainable Buildings MOU update– 12/1/2008) or the DOE developed requirement for a 3A zone of 37,000 BTUs/GSF.

At Design Development and Construction Document Phases, the A-E shall cite the target energy consumption level for the completed facility and demonstrate and certify that the target level is achievable in conformance with the above requirement.

#### **1.6 Sustainable Design/LEED®**

This project shall include a comprehensive application of design principles that will result in an environmentally sustainable (green) building. This will require the integration of various systems, materials, and technologies into design solutions to minimize negative environmental impact, and maximize features that conserve natural resources.

This project must be certified through the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED®) green building rating system. The target USGBC LEED® rating for this project is silver level. The project must achieve at a minimum the LEED® silver rating, with higher rating levels encouraged. The project is currently registered with USGBC as a LEED 2.1 EB. The CXa will maintain the LEED® rating checklist throughout the design process, and provide all LEED® consulting services required to assist the GSA in obtaining the targeted LEED® certification level. The CXa shall also submit documentation to the GSA and USGBC for the project to receive LEED® credit related to Design Phase activities, at completion of design, and for Construction Phase credits within one year of building occupancy for a final LEED® rating. The CMc is responsible for executing the construction, including provision of specified products, systems and materials, as necessary to achieve anticipated sustainability goals (LEED® credits), and for assisting the CXa as necessary in preparing related documentation to support the LEED® certification submission. Further information on the GSA procedures for achieving LEED® certification is provided in the GSA PBS LEED® Applications Guide.

Aside from the LEED® credits for use of recycled materials, the GSA is required to buy recovered materials as designated by the U.S. Environmental Protection Agency (EPA) through the comprehensive procurement guidelines (CPG). Information can be obtained about the EPA list of designated products and accompanying recycled-content recommendations on the internet at [www.epa.gov/cpg](http://www.epa.gov/cpg).

#### **1.7 Fire Protection/Life Safety**

Except as otherwise indicated in referenced programming documents, fire protection and life safety design requirements must comply with PBS-P100, Chapter 7. As provided in PBS-P100 Chapter 7, NFPA 101 is the primary applicable standard. In cases where NFPA is silent on an issue, and IBC addresses the issue, the IBC requirement will apply. The A-E registered fire protection engineer is required to be a full participant in the Project Delivery Team throughout the Design, Construction, and Tenant Occupancy Stages of the project.

#### **1.8 Physical Security**

The security pavilion is to be designed and constructed to meet the requirements established for a level IV building in accordance with the Department of Justice Vulnerability Assessment of Federal Facilities. Building systems/components are to be designed to meet applicable levels of protection presented in the project specific risk mitigation tables contained in the Interagency Security Committee (ISC) Security Design Criteria for New Federal Office Buildings and Major Modernization Projects.

Modernization of the existing structure will include film at the exterior windows for the first 10 stories and increasing standoff distances via the use of landscaping, bollards, etc.

## **1.9 Accessibility**

This project is to be designed and constructed to afford full accessibility by disabled persons without having to add separate or special facilities except where specific exclusions from this requirement are provided in applicable standards and criteria documents.

## **1.10 Art in Architecture**

This project will include the conservation and relocation of existing artwork. Any necessary structural support and utilities for the artwork installation will be included in the construction contract(s) and the associated cost must be accommodated within the construction budget. The CMc shall coordinate art in architecture activities related to the conservation, protection, relocation and re-installation (i.e., site preparation, structure, storage, installation, etc.) of the artwork.

## **1.11 Definitions**

In the performance of the requirements of this contract, the CMc shall work in concert with other parties on the Project Delivery Team. The Project Delivery Team will include other contractors, the GSA personnel, customer agency representatives, and other stakeholders. The GSA will develop, periodically update, and maintain throughout the course of the project, a listing of the Project Delivery Team membership and respective roles and responsibilities. The other GSA-contracted major parties involved or to be involved in the Project Delivery Team, and their respective overall roles and responsibilities, are as follows:

**Architect Engineer (A-E)** The A-E is the professional services contractor responsible to the Government for design of the project. The A-E will also perform Construction Phase and Tenant Occupancy Stage services to ensure that the design intent is refined and clarified as necessary during construction, realized in the completed facility, and conveyed successfully into facility management, operation and maintenance.

**Construction Manager (CM)** The CM is the Contractor selected to assist the GSA project manager (PM) and the Contracting Officer (CO) in managing this design and construction project with an emphasis on meeting goals relating to schedule, budget, scope, and quality. The CM provides management, technical, administrative, inspections, and quality assurance services to assist in achieving these goals. The CM will serve as a facilitator and coordinator of the activities of all parties to ensure that the project execution proceeds according to plan.

**Commissioning Agent (CXa)** The CXa is responsible to provide documented confirmation that the completed facility fulfills the functional and performance requirements of the GSA, the facility occupants, and the facility operators. The CXa will perform work as necessary to verify and document compliance with the GSA performance objectives throughout design, construction, start-up, and the initial period of operation.

**Contracting Officer (CO)** See FAR 52.202-1

**Contracting Officer's Representative (COR)** See FAR 52.202-1

**Inspector(s)** Inspectors are responsible for performing field inspection work during construction; recommending approval/rejection of the construction contractor's materials, workmanship, and equipment; monitoring labor and safety provisions; maintaining inspection logs and records including lists of defects and omissions; and other related activities.

**Project Manager (PM)** The designated GSA representative who has responsibility to plan and coordinate all primary and support activities to ensure all goals and objectives are met, with emphasis on project schedule and budget. In general the PM's role will not be directly involved with day-to-day administrative or technical issues, but will fill a role that is much broader in nature.

The PM is a person that views the project on a long term basis, and assumes a perspective that is management oriented. The PM will be involved from start to finish, will be responsible for adherence to schedule, and will be responsible for coordination with the tenant agencies.

**Quality Control Superintendent (QCS)** The QCS is the GC employee designated as the key, on-site representative of the GC responsible for ensuring delivery of day-to-day quality management services to be provided by the GC under this contract.

**Testing Engineer/Technician (TET)** The Government requires the Contractor to perform all the Quality Control testing. The TET/subcontractor responsible for the testing shall be certified by a nationally recognized testing organization. The TET/subcontractor must be approved by the CO.

**Mechanical/Electrical/Plumbing Coordinator (MEP)** The MEP Coordinator is the person resident on the construction site, who is fully dedicated to this task with substantial time commitment to this project, and who is the main technical contact with construction personnel to coordinate the mechanical/electrical and plumbing work to eliminate installation conflicts. Duties of the MEP would include coordination and review of the shop drawing submittals, coordination between the crafts, etc.

The GSA may engage other parties to perform specialized duties and requirements as appropriate for the project.

**Other terms and definitions applicable to this project are as follows:**

**Construction Documents (CD)** The construction documents are prepared to explain and describe in detail the design to the Contractor, for the initial purpose of bidding, and for the ultimate purpose of construction. The working drawings provide the construction details. The specifications provide the performance requirements of the materials.

**General Condition Items** This term refers to the provision of facilities or performance of work, which is indirectly related to construction. Such services may include, but are not limited to signs; office space, office furniture and computer/network equipment, safety barricades; cleaning; temporary toilets; fencing; temporary water, heat and electricity; permanent utility connections; installation of Government furnished items; general maintenance; and refuse disposal.

**Partnering** The Government is interested in the foundation of a cohesive partnership with all involved customer agencies, contractors, and GSA representatives. This partnership will be structured to draw on the strengths of each organization to identify and achieve goals. The objectives are effective and efficient contract performance, intended to achieve completion of the project within budget, on schedule, and in accordance with the project requirements. This partnership will be coordinated through the CM and participation by the Contractor is required. Any cost associated with affecting this partnership will be agreed to by involved parties with each party responsible for paying its own respective costs. This partnership shall function independently of the contract and shall not alter the terms and conditions of the contract. To implement this partnership initiative, it is anticipated that within 60 days of the Contractor's Notice to Proceed, a partnering/team-building workshop will be scheduled at a location to be determined by the Government. Government representatives (GSA and tenant), the CM, the A-E, and the CMc will attend the workshop. The CMc shall arrange for the Contractor's key personnel to attend the workshop. A minimum of one (1) additional follow-up workshop will also be held throughout the duration of the contract; date and location of the follow-up workshop(s) will be as determined and agreed upon by all above parties.

**Alternate Dispute Resolution (ADR)** The Government requires the GC and all subcontractors to participate in resolving differences of/or disputes, if any, through the use of Alternate Dispute Resolution practices. Procedures that may be applied include negotiation, facilitation, mediation, fact-finding mini-trial, arbitration, or any combination thereof. ADR practices are to be integrated into partnership efforts, addressed above.

## **2 Design Phase Services**

### **2.1 General CMc Responsibilities**

The CMc shall assist the Government during the design phase by reviewing the design submittals at the 35%, 85%, and 100% stages of design. The emphasis of the reviews will be on determining the constructability of the design documents, identifying design error and omissions, and to provide cost saving ideas. The CMc is to notify the PM of all issues discovered in the review of the submittal documents. The CMc will notify the PM if submissions appear inadequate. Most importantly, the CMc makes the PM aware of any issues that have the potential to jeopardize the project's goals relating to schedule, cost, quality or scope. The CMc's principal tasks during the design phase are as follows:

- Attending a VE exercise (a 2 day workshop, date to be determined)
- Reviewing designs
- Preparing cost estimates
- Attending On-board design review meetings
- Attending partnering sessions

### **2.2 Design Services**

The project is being designed by Schwartz/Silver Architects, (S/SA) with local architectural firm Cooke Douglass Farr Lemons (CDFL) under contract to GSA.

### **2.3 Coordination**

Design development through the construction phase of the Project shall be a cooperative effort among the Government, A-E, CMc and other persons employed by the Government for the Project.

### **2.4 Consultation/Project Progress Meetings/Presentations**

The CMc shall attend On-Board review meetings (i.e. submittal comments review meetings), progress meetings and/or presentations with the Government, the CM, the A-E and primary tenant groups at either the A-E's or GSA offices in Jackson, Mississippi. On-board review meetings will be held at the end of each design phase. The CMc shall host special project technical meetings as needed involving Project Delivery Team technical disciplines. The CMc shall provide recommendations on construction feasibility, actions designed to minimize adverse effects of labor or material shortages, time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible economies. The CMc shall provide recommendations for the use of fast tracking, early ordering of materials, and any other procedures that will maximize the available funds for the project. The Government expects the CMc to work with the Project Team throughout design and to take all necessary steps to achieve the GMP. To this end, the CMc will be an integral part of the design process, acting in a capacity and providing direction that serves to positively effectuate the resultant design.

### **2.5 Design Review**

For each specified design submission from the A-E, the CMc will review and transmit all design review comments to the Government and the CM. Design review comments will be based on the submittals and on the CMc's cost estimate. Design review comments will be transmitted via DRChecks, a web based software. GSA will provide authorization, access and training for this software tool.

#### **2.5.1. Submissions**

The CMc is expected to conduct constructability reviews appropriate to the level of design development. The CMc will assist the Government with design reviews on the following A-E submissions:

Final Design Development Drawings (35% DD)  
85% Construction Drawings and Specifications  
100% Construction Drawings and Specifications

The A-E will provide the Contractor with the Final Design Development submission and all subsequent submissions.

#### **2.5.2. Constructability Review**

The CMc shall perform constructability reviews and provide thorough and detailed written review comments. The purpose is to ensure that the design can be constructed within schedule and budget and that the sequencing of construction is planned for optimum efficiency.

The CMc shall conduct constructability reviews to assure that:

- The level of design complexity is consistent with the project's schedule and budget constraints.
- Materials, processes, equipment and labor are appropriate, available, non-proprietary and comply with the "Buy American Act - Construction Materials under Trade Agreements" provisions as defined under FAR 52.225.11
- Construction work required is in conformance with standard construction practices, and equipment, products, materials, fixtures, etc. are readily available in the marketplace, to the maximum extent possible.
- Building systems are compatible and viable.
- Drawings and specifications are complete and coordinated among disciplines.
- Defects, omissions, inconsistencies, conflicts, and ambiguities in documents are identified for correction.
- Drawings are coordinated for multiple construction phases, if applicable.
- Site and building access, logistics, available storage and tenant occupancy requirements are accommodated.
- Existing conditions are shown correctly and adequately.
- Construction options and unit prices are logical, thoroughly described and understandable.
- Construction details are appropriate, complete, thoroughly described and workable.
- General requirements items are thorough and properly addressed.
- Construction documents and construction phasing provide for continuous use of all building systems (including phone, data, fire alarm, security etc.) during all construction.
- Construction duration and phasing of bid packages is reasonable.
- The installation and implementation of all elements and services are coordinated.

#### **2.6 Construction Work Sequence Planning**

In coordination with the GSA, the A-E, the CM, and tenant agencies, the CMc shall develop, maintain and update with each design submission, a construction work sequence plan addressing:

- Construction phasing approach
- Use of any fast tracking or multiple construction document packages to achieve best value for the Government
- Schedules for award of subcontract construction packages, including procurement cycles, submittal approvals, construction delivery, and testing/commissioning
- Temporary/swing space moves, including all aspects of tenant relocation(s) (telecommunications, furniture relocations, etc.)
- Possible labor and/or material shortages

- Ordering of long-lead delivery materials
- Incorporate demolition of the rest of the interior of the building required for the project.

## **2.7 Construction Market Survey**

Construction market surveys of major building materials and systems incorporated in the proposed design shall be conducted by the CMc. At a minimum, identify and verify current unit pricing from three regional suppliers for each of the following building materials or systems at each design submission:

- Electrical and mechanical equipment
- Elevators
- Building automation systems
- Windows
- Doors
- Millwork
- Security systems
- Fire alarm systems/components
- Specialty items/systems

Identify any building components, systems, equipment or other elements recommended for advance procurement to accommodate long-lead delivery requirements and/or obtain better pricing.

## **2.8 Construction Specifications**

Assist the A-E in preparation of a draft construction specification, in particular, Division 1 General Requirements sections emphasizing project phasing, GC requirements and preliminary project-specific construction management issues.

## **2.9 Updated Work Allocation Plan and Budget Breakdown**

The CMc shall develop, maintain and update throughout the design phase, a plan for allocation of the construction work among subcontracts and that which is to be self-performed, with a corresponding breakdown of the baseline construction budget.

## **2.10 Cost Management and Estimating**

The CMc will prepare cost estimates at the 35% Design Development and 85% and 100% CDs. At 100% Construction Documents, the CMc will submit a final cost estimate for construction of the project. This estimate will be used to negotiate a firm fixed price, within the specified project budget, and will be made a part of the contract. The estimates will become more detailed with each phase of project development and shall be produced in Unifomat format. Estimates will be separated into two major cost categories: 1) Building Shell costs (Core & Shell) and, 2) Tenant fit-out costs (Separated by tenant). Reference can be made to the GSA, PBS Pricing Desk Guide for the definitions of Building Shell and Tenant Space. The CMc will review each A-E submittal and will prepare cost estimates, as described herein, within three weeks of the A-E design submittal. The CMc shall distribute 5 copies of the cost estimate to the project team. The Contractor shall verify during the cost estimates preparations and reviews that:

- All design elements are included
- Balance of costs among building systems are acceptable
- Up-to-date scope modifications are reflected
- Overall project costs are within the project cost limitation
- The project costs are coordinated and compatible with the project schedule



The CMc will verify at each submittal that the A-E's design stays within the budget limitations. The CMc shall participate in cost reconciliation discussions with the A-E, CM and GSA at the end of each design phase. If the reconciliation of the cost estimates exceed the GMP, the CMc shall assist the A-E and the Government in identifying cost reductions to bring the design within budget.

After GSA approval of the reconciled estimate at the end of the Design Development Phase, the CMc shall provide a preliminary plan for allocation of the construction work among subcontracts and that which is to be self-performed, with a corresponding breakdown of the baseline construction budget. If the construction work is to be accomplished in phases, the CMc work allocation plan and baseline construction budget must be further broken out by phase at the time when the construction phasing plan is developed. After GSA approval of the reconciled estimates accompanying each succeeding design submission, the CMc shall provide an update of the work allocation plan and corresponding baseline construction budget breakdown. These updates shall incorporate any changes to the baseline construction budget and shall include explanation of any significant departures from the previously submitted work allocation plan and baseline construction budget breakdown.

## **2.11 Value Engineering (VE)**

The CM will provide a VE program expert and independent professional experts in all disciplines to conduct VE workshop(s) during the Design Phase of this project. One workshop is anticipated for this project at the end of design development. The CMc shall participate with the CM, the A-E, and the GSA in VE workshop(s). See also FAR 52.248-2.

## **2.12 GSA Pricing Policy**

The CM will assist GSA in the defining and management of the tenant improvements (TI) and security components of the construction cost, including establishing clear separations between building core/shell, TI, and security costs during design development, and tracking core/shell, TI, and security costs separately throughout the design process in accordance with the GSA PBS Pricing Desk Guide. The TI and security components of the construction cost will be comprised of separate cost estimates for each tenant (i.e. each client billing record).

Separate construction cost estimates to be provided by the CMc at each design phase must also establish clear separations between building core/shell, TI, and security costs, and must include itemized cost estimates for each tenant (i.e. each client billing record). Reconciliation of any significant differences in the estimates should include resolving any significant differences in the TI and security costs itemized by tenant.

At the time of final settlement of the CMc contract (or at an earlier time specified by the GSA), the CMc shall establish a final breakdown of the total CMc contract amount into a core and shell component and TI and security components for each tenant (i.e. each client billing record).

## **2.13 Electronic Project Management System**

A secure, web-based, electronic project management (ePM) system will be provided by GSA or another contractor to accommodate the information needs of all project participants. The ePM system will be implemented at the beginning of the Design Phase and maintained continuously through completion of the Design and Construction Phases. All communications among the major parties involved in the execution of the project are to be captured and recorded in the ePM system. User licenses and training will be provided for all Government and contracted members of the Project Delivery Team who will require access to the ePM system.

The CMc shall use the ePM system for all necessary communications with other major parties involved in the project. Electronic storage and transmission of information via the ePM system shall be compliant with the provisions of the Document Security section of these General Requirements.

## **2.14 Building Information Modeling (BIM)**

GSA has chosen a collaborative delivery method for this project. Collaborative delivery, as practiced by GSA, puts the interest of the project above all others. All members of the project team are tasked to find cost savings and schedule improvements not just when starting the work, but for the entire project duration. In an effort to achieve this goal, the Government intends to use 3D/BIM technology for design and construction coordination. The CMc is expected to be a full partner in this process.

## **2.15 Electronic/Print Media**

Starting with the design development submission all drawing materials provided by the A-E to the CMc will be in accordance with the GSA PBS computer aided design (CAD) standards. Any drawing materials provided by the CMc, including final as-built drawings, must conform to the GSA PBS CAD standards. Go to <http://www.gsa.gov/cifm> for requirements.

## **2.16 Problem Resolution**

The CMc will assist the Government in problem resolution during the design phase. The CMc will make recommendations on how to correct problems with respect to constructability, cost, and other administrative or technical matters, and will notify the Government and the CM in writing of any errors or omissions found. Routine design problems and issues shall be reported to the CM, and usually will be resolved directly between the A-E, the CM and the CMc, assuring that the government is informed of each issue. The CMc should not take any action, however, that impinges on the A-E's professional and contractual responsibility for the design of the project. The CMc will advise immediately the PM and the CM of any problem which the CMc considers beyond its ability to resolve, particularly problems which have the potential for jeopardizing the project goals relating to schedule, cost, quality or scope.

## **2.17 Other Services**

The services described in this Part 2, Design Phase Services, is not a complete list of the services the CMc will perform. Throughout the design phase the CMc will perform or assist the Government in performing other various tasks. Examples of other tasks required include but are not limited to reviews of schedules, participating in periodic design progress meetings and other meetings as necessary or as requested by the PM.

# **3 Quality Control Plan**

## **3.1 General**

The CMc shall prepare and maintain a Quality Control Plan (QCP) to address all quantitative performance/specification requirements, installed conditions and operating characteristics. The QCP is intended to document those inspections/tests necessary to assure the Government that product delivery, quality and performance are as required. It also serves as an inspection coordination tool for the A-E, the Government, the CM and the CMc.

## **3.2 Content**

For each performance requirement, the QCP shall identify item/system to be tested, exact test(s) to be performed, measurement parameters, inspection/testing organization, and the stage of construction development when tests are to be performed. Organize the QCP into volumes, corresponding to Inspections and Tests, paragraph 3.6 of this Part (Test Report). Each inspection/test shall be coded and referenced on the Project Schedule to identify when tests should be performed. The Contractor is not

relieved from required performance tests should these not be included in the plan. The QCP content/level of development is represented by Exhibit C below.

### **3.3 Divisions**

The Contractor shall organize inspection/testing descriptions, as defined above, in accordance with the Construction Specifications Institute (CSI) divisional headings, and in chronological/sequence or combinations thereof to delineate all facets of testing during construction.

### **3.4 Component Subdivisions**

For each divisional heading, the Contractor shall identify all subsystems, equipment items, and/or components which influence operation, function, quality or demonstrates attainment of performance requirements.

### **3.5 Test Parameters**

Identify each test parameter and represent each operating condition and all control modes of operation. For operating equipment, tests shall typically include the following for each mode of operation; capacity, flow rates, inlet/outlet conditions (temperature/pressure), power consumption, efficiency, verification of sequence start-up/shutdown, alarm conditions, utility sub metering, noise generation, and observed deficiencies or improper operation. Lighting tests shall identify foot-candle readings, verification of automatic control and working condition of electrical sub metering. Power systems shall typically involve measuring voltage/spikes, current draw, ground resistance and working condition of electrical sub metering. For static architectural/structural systems, tests shall typically include verification of location, item counts, material tests, finish grades, clearance/accessibility, etc.

### **3.6 Test Report**

For each inspection/adjustment/test parameter, identify the inspection/test procedures, required preparation, adjustments contemplated, test result comparison to that designed, time of occurrence, mode of operation, and the firm(s) to perform/witness the work.

### **3.7 Format**

The QCP shall be bound in loose leaf notebooks (for 8 1/2 x 11 inch paper) to allow insertion of changes and new inspection materials. All text shall be typed. Tabs shall be provided at the component level.

### **3.8 Submissions**

The QCP shall be prepared during the Design Phase and submitted at the same time as the A-E's 85% CD submittal. The QCP may be rejected as incomplete if there is any performance, condition or operating test, which is not covered therein.

### **3.9 Updating**

During construction, the CMc must update the plan at least two weeks prior to performing referenced tests, notifying the Government's Contracting Officer's Representative (COR) and the CM of schedule and procedural changes.

## EXHIBIT C.

### INSTRUCTIONS FOR PREPARING A QUALITY CONTROL PLAN

**NOTE:** This generic quality control plan is for illustrative purposes only. Specific project requirements may vary.

A. **Divisions.** Unless otherwise accepted by the Government, organize major subject headings according to building systems and/or features. Including:

Foundations	HVAC	Power
Substructure	Plumbing	Emergency Power
Superstructure	Fire Suppression	Lighting
Envelope	Utilities/Site Work	Fire Alarm Systems
Roofing	Material Handling Systems	Security Systems
Interior Finishes	Elevators/Escalators	Telecommunications
Landscaping	Special Equipment/Systems	Building Automation Systems

B. **Component Subdivisions.** For each major heading, identify components/features to be tested. Consider as an example, "Plumbing":

Hot Water Boiler	Circulation Pumps	Heat Exchanger
Drinking Water Chiller	Sewage Ejectors	Solar System
Kitchen Water Boiler	Toilet Fixtures	Service Sinks
Kitchen Equipment	Distribution Piping	Meters

C. **Test Parameters.** For each component to be inspected/adjusted/tested, identify the performance test to be conducted. Identify who is going to do the inspection/adjustment/test. Consider as an example, "Circulation Pumps":

Inlet Pressure	Current Draw	Use of Isolators
Outlet Pressure	Observed Vibration	Leakage
Flow Rate	Start-Up/Safety Interrupts	Spare Parts

D. **Test Report.** For each inspection/adjustment/test parameter, identify the methodology, test equipment, required preparation, adjustments contemplated, test result comparison to that of design, the approximate time of occurrence, and who will do the work. Consider use of tabular or bullet references. As an example, consider the circulation pump parameter "Inlet Pressure":

Test Method:	Pressure Gage Reading
Test Equipment:	Permanent In-line Gage
Preparation:	Calibrate Gage/Clean Circ. System
Adjustment:	Adjust In-line Control Valve
Design Pressure:	_____ Pounds Per Square Inch (Gage)
Actual Pressure:	_____ Pounds Per Square Inch (Gage)
Test Occurrence:	Final Inspection
Performed by:	_____

## **4 Construction Services**

Subject to the GSA exercise of the Construction Phase Work option, the CMc shall perform all services described in this section as a part of the Construction Phase work.

### **4.1 General Requirements**

#### **4.1.1 Contractor's Staff**

The Contractor shall maintain sufficient off-site support staff, and a competent full time staff at the Project site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the work and progress of the subcontractors. The full time, onsite Contractor's Project Manager shall have decision making/signatory authority, who can bind the Contractor in negotiations for changes and signing letters and contract modifications.

#### **4.1.2 Pre-Construction Conference**

Participate in the pre-construction conference.

#### **4.1.3 Construction Start**

Construction shall not begin on a segment of work until the associated design has been developed to Final Document stage, complete with designer registration seals/signatures on involved design drawings and specifications. Where phased construction (fast-tracking) is applied, each phase must be based upon Final Document drawings and specifications associated with that phase.

Phased construction must be agreed to, and coordinated with, the Government and the A-E

#### **4.1.4 On-Site Construction Sign**

The Contractor shall ensure that a construction sign with a building perspective drawing, based on government specifications and approved by the government, is displayed on the construction site for public viewing.

#### **4.1.5 Construction Staging Area**

Prior to establishing a staging area for use during construction, the Contractor shall contact the Contracting Officer's Representative or his duly authorized representative for approval.

#### **4.1.6 Construction Excellence Peer Review**

Construction excellence in the Construction Phase includes managing the construction to ensure that the project remains within the established budget, conducting Project Delivery Team partnering sessions, facilitating timely construction communications utilizing a web-based project management system, performing construction peer reviews, and encouraging the use of alternative dispute resolution methods.

The GSA construction excellence program provides guidance to the GSA construction projects, through collaboration with leaders of the private sector

construction community. This partnership allows for the development and implementation of innovative approaches to project management and execution to provide the GSA and its customer agencies the highest quality construction within budget and schedule.

The CMc shall participate in up to two construction excellence peer reviews. The peer reviews are typically conducted at 15% and 50% of construction completion.

## **4.2 General Contractor - Construction Services**

### **4.2.1 Shop Drawings/Product Data**

#### **4.2.1.1 Submissions**

The Contractor shall submit shop drawings and product data (catalog cuts, etc.) as defined in the specifications. The Contractor shall present all submittals to the CM who will review for compliance with the specifications. Once approved by the CM, the Contractor will transmit all submittals to the A-E, via Overnight Delivery mail (The Contractor will be responsible for all delivery charges). Initial product data shall be delivered to the CM within forty-five (45) calendar days following the Government's review of Final Document design and/or the Contractor's establishment of subcontract agreements to provide involved work. Shop drawing submissions made to the CM shall contain a minimum of four (4) copies (one reproducible and three copies). A/E will review/comment on the reproducible and return the results to the CM. The CM will return the reproducibles to the GC for reproduction, and the GC will return four (4) copies of the approved submittal to the COR or his/her designated representative. Product data submissions made to the CM shall contain five (5) copies of all materials. These requirements are in addition to, and separate from, specification submission material.

#### **4.2.1.2 Reviews**

Reviews of shop drawings and product data by the Government or its representatives are not to be interpreted as an approval of the Contractor's selections or progress toward meeting contract requirements but are intended to discover problems/errors which may avoid costly redirection during construction. The Contractor shall remain completely responsible for and constructing the building in accordance with contract requirements and the Government's minimum requirements.

#### **4.2.1.3 Review Period**

Product submissions and samples will be reviewed and returned to the contractor within three weeks. The contractor shall submit large submittals (such as hardware, finishes, millwork, masonry and the like) in sufficient time for thorough review. Time for review of these submittals will be agreed to between all parties prior to submission.

#### **4.2.1.4 Changes**

Should shop drawing and/or product changes occur as a result of Government review, the Contractor shall resubmit the altered product data material within ten (10) days and shop drawings within twenty (20) days of the change.

#### **4.2.1.5 Products for Submission**

The Contractor shall provide shop drawings and product data for all systems, equipment and materials referenced within the Final Documents submission.

#### **4.2.1.6 Coordination Drawings**

Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities, and prepare coordination drawings where limited space availability necessitates maximum utilization of the space for efficient installation of different components.

### **4.2.2 Manuals**

The Contractor shall combine all product data submission material into hard copy manuals for reference during all phases of construction. Shop drawings shall be bound with product data or separately bound in drawing racks. The manuals shall be divided into sections corresponding to QCP headings. The Contractor shall maintain duplicate copies for the Government, and CM. Also, see subparagraphs 4.2.8. of this Part for manual requirements.

### **4.2.3 Inspections and Tests**

#### **4.2.3.1. General**

The Contractor shall perform and document inspections and tests throughout the design and construction process, including: design support (existing conditions/needs assessments), construction installation (placement-qualification measurements), and final inspections/tests (commissioning/performance certification). Periodic "Quantity" and compliance inspections shall also be conducted.

#### **4.2.3.2. Government Witness**

All inspections and tests called for in this RFP and/or required to verify documented contract assumptions, to establish work accomplishment, or to certify performance attainment shall be witnessed by the Government or its representative and coordinated through the Quality Control Plan (QCP) (as addressed in Part 2, Paragraph 3). When required, local code officials and municipal inspection personnel shall also witness inspections and tests as necessary.

#### **4.2.3.3. Site Investigations**

The Contractor shall conduct site condition inspections/tests to validate the RFP directions and the Government's 100% construction documents.

All site survey and field investigative work shall be coordinated with, and scheduled through the COR. The local field office manager will assist in coordination of this work to the extent necessary. The Field Office Manager's address is as follows:

Memphis TN Property Management Center, 4PM-TN  
Mr Thomas (Tom) Zientarski, Property Manager  
100 W. Capitol Street, Suite 326  
Jackson, MS 39269  
Telephone: 601-965-4449 ext 17  
Fax: 601-965-4511

**4.2.3.4. Government Site Investigation**

The Contractor shall be responsible for verifying all site investigation data supplied by the Government. The Government does not warrant the accuracy, validity, completeness or relevance of anything contained in this report which is not factual in nature. The Government shall not be liable for any cost incurred by the Contractor as a result of its election to rely upon non-factual elements of the Site Information, such as recommendations and engineering judgments.

**4.2.3.5 Utility Coordination**

Before beginning construction, the CMc shall verify, through inspection and testing, the location, elevation, capacity and condition of all utilities, including electric, gas, telephone, domestic water, sanitary/storm sewers, etc. These inspections and tests shall be conducted in conjunction with the release of any NTP(s) for Construction Phase Work.

**4.2.3.6. Connection to Existing Work**

The Contractor shall verify location, available capacity, sizing, clearances and material conditions prior to construction start.

**4.2.3.7. Construction Inspections and Tests**

These items shall be addressed within the QCP submitted as required by Part 2 - Paragraph 3.

**4.2.3.8. Final Inspections and Tests**

These items shall be addressed within the QCP submitted as required by Part 2 - Paragraph 3.

**4.2.3.9. Documentation of Inspections and Tests**

These items shall be addressed within the QCP submitted as required by Part 2 - Paragraph 3.

**4.2.4. Project Close-Out and Turnover**

**4.2.4.1 Substantial Completion**

Prior to substantial completion, assist the GSA in conducting a pre-final walk-through with tenant agencies.

**4.2.4.2 Punch-List**

After the GSA certification that the work or each designated portion thereof is substantially complete, assist the GSA in conducting a final inspection and preparing a punch-list documenting remaining work.

Participate with the GSA in conducting follow-up inspections to administer resolution of punch-list items, involving the A-E, the CM, tenant agencies and other stakeholders as appropriate.



#### **4.2.4.3 Preparation for Final Inspection and Tests**

The following steps shall be taken to assure the project is in a condition to receive final inspections and tests.

#### **4.2.4.4 Final As-Built Drawings and Specifications**

The Contractor shall finalize Record Drawings, indicating all "As-Built" conditions. Submit record drawings and manuals to the A-E of Record for preparation of the As-Built Drawings and review of manuals within 30 days after substantial completion.

#### **4.2.4.5 Start-up**

The Contractor shall start-up and test all systems and equipment/components as described in the Commissioning Guideline, Construction Documents, as recommended by manufacturers and as presented within the QCP.

### **4.2.5 Preparation for Occupancy**

Participate with the GSA in conducting an inspection and walk-through with local emergency responders (fire/police).

Assist the GSA in obtaining written approval (certificate of occupancy) of fire protection and life-safety systems from the authority having jurisdiction (AHJ).

Assist the GSA in transferring control of the facility to the property manager, including keys and security/access control responsibility.

### **4.2.6. Instruction/Training**

#### **4.2.6.1 Tenants**

Before tenant occupancy, the Contractor shall provide pamphlets describing overall building operation, features/services, building service telephone numbers, and other information required for tenant orientation to the building. Pamphlet

length shall be as required and professionally published. The Contractor shall coordinate text/format with the CO and receive approval prior to publishing the document. The CO, or his/her duly authorized representative, shall specify the quantity of copies required.

#### **4.2.5.2 Operating Staff**

The Contractor shall provide at least eighty (80) hours of formal instruction, for Government designated personnel, addressing the operation and maintenance of all installed equipment. The Operation and Maintenance manuals developed as part of subparagraph 4.2.8 shall be used as training materials. Unless otherwise accepted by the Government, training course format shall be split equally between classroom instruction and field exercises. All classroom instruction shall be video taped for future reference. Classroom instruction may be supported by professionally made video tapes. If video is used, a copy of each video shall be provided to the Government for future training and reference.

#### 4.2.5.3 Building Automation System

In addition to the above training, the Contractor shall provide at least forty (40) hours of classroom instruction for Government designated personnel to become familiar with the Building Automation System / Energy Management System software and equipment provided under this contract. Training shall be provided by software suppliers or authorized representatives, be "hands-on," and focused to actual operating and monitoring procedures. The software supplier's User Manual(s) shall be provided for each employee attending the training.

#### 4.2.5.4. Special Training

In addition to the above referenced formal training, the Contractor shall provide thirty (30) calendar days of full time qualified operators to monitor, instruct, and assist Government operating staff to control, adjust, and maintain the project's HVAC systems, Building Automation System, Energy Management System and elevator equipment. If required by the Government, an additional thirty (30) days of instruction and monitoring will be required for the next heating/cooling season at the time these systems come on-line.

#### 4.2.6. Stock

Provide stock items to meet servicing and modification needs. Provide an inventory of all stock items to be turned over to the GSA at close-out within the Operations & Maintenance (O&M) manual. The inventory shall be provided as a condition for the GSA certification of substantial completion. Inventory sheets shall indicate item name, model number, manufacturer, quantity, and storage location. Inventory sheets must be signed by the COR, or his/her duly authorized representative, to confirm receipt of stock items.

##### 4.2.6.1. Operation and Maintenance

Provide spare parts, operating supplies, and maintenance items/materials as recommended by the manufacturer to fully meet the needs of the first year of operation. All unused stock at the completion of the O&M period shall remain the property of the Government. If stock items are depleted before the end of the O&M period, the Contractor shall be responsible to provide additional stock as needed.

##### 4.2.6.2. Future Alterations

In addition to the above items, the Contractor shall provide indicated spare quantities for each type of the following installed items: Percentage (%) values are to be applied against the total number installed and with resulting quantities rounded up to a whole unit.

Diffusers/Grilles	[ 1 % ]	Room Thermostats	[ 5 ea.]
Stone Pavers	[ 3 % ]	Sprinkler Heads	[ 1 % ]
Vinyl Wall Cover	[ 1 % ]	Carpet Materials	[ 3 % ]
Ceiling Tiles	[ 1 % ]	Typical Glazing Panels	[ 3 ea.]
Smoke Detectors	[ 3 % ]	Power Receptacles (under 50 amp)	[ 1 % ]
Fixture Ballasts	[ 1 % ]	Light Switch/Receptacle Covers	[ 1 % ]
Circuit Breakers	[ 1 % ]	Light Tubes/Bulbs	[ 3 % ]
Light Fixtures	[ 1 % ]	Light Switches	[ 1 % ]

#### **4.2.7. Tools**

Provide all specialized tools, testing apparatus, and other devices as recommended by the manufacturer to operate, adjust, and calibrate equipment provided under this contract. The Government shall receive one (1) complete set of said tools, testing apparatus, and other devices upon construction completion. Provide an inventory of these items with location designations within the Operation and Maintenance manual. Inventory sheets must be signed by the COR, or his/her duly authorized representative, identifying receipt of tools and operation/maintenance apparatus.

#### **4.2.8. Manuals**

The Contractor shall provide and administer the preparation of manuals/documentation reflecting "As-Built" constructed building features/systems, including specifications, shop drawings, design calculations, and operation/maintenance requirements. Manuals shall be bound in three ring binders and fitted with tab sheets to identify major text divisions. All contents shall be legible, first generation photocopies or prints of published material. Each manual shall be appropriately titled and provided with an introduction and table of contents. Should the Government establish that a submitted manual/document fails to represent installed conditions, the document shall be returned and corrected by the Contractor to the satisfaction of the Government at no cost to the Government.

##### **4.2.8.1 Shop Drawing Manual**

The Contractor shall provide four (4) copies of all shop drawing and product data manual, containing all approved shop drawing submissions.

##### **4.2.8.2 Operation and Maintenance Manual**

In addition to those manuals required to support training requirements under this Part, the Contractor shall prepare three (3) detailed Operation and Maintenance Manuals, identifying all procedures, tools, equipment and parts necessary to assure satisfactory operations and to provide maintenance per manufacturer's recommendations.

###### **A. Operation**

In addition to operating sequences of start-up and shutdown, all modes of operation shall be described, including emergency/safety shut-offs, efficiency or

energy conservation adjustments, noise/vibration adjustments, control calibration procedures, interpretation of readings and reports, etc. Where equipment is controlled or monitored by the Building Automation System, the manual shall identify all access procedures and available conditions reports.

###### **B. Maintenance**

Maintenance shall address cycles of replacement and use of special tools, lubricants, fuels, gages/meters, etc. Also to be discussed shall be potential hazards and emergency procedures. Include references to record documents, spare parts and material lists, warranties, maintenance agreements and similar continuing commitments.

#### **4.2.9 Closeout Phase**

Resolve all remaining punch-list items.

Assist the GSA in establishing a final breakdown of the total CMc contract amount into a core and shell component and TI and security components for each tenant (i.e. each client billing record).

Submit release of claims.

#### **4.2.10. Progress Reporting**

The Contractor is to keep accurate and detailed written records of project progress during all stages of construction and prepare progress reports in the format and frequency required by GSA. The COR will provide or approve formats for periodic status reports, including daily diaries, weekly reports, monthly status reports, etc. The Contractor shall submit daily reports, listing all events that occur at the job site or elsewhere, which affect or may be expected to affect project progress. Test reports and safety issues/activities shall be attached to the daily reports. The Contractor will submit monthly reports to the CO on the status of construction. The monthly status reports shall be submitted on or before the 5<sup>th</sup> working day of the month, in 8-1/2 x 11-inch format, and, at a minimum, include the following information:

- Update of the master project schedule with analysis
- Percentage of construction in place, planned and actual
- Summary Budget Status
- Inspection report, list of deficiencies and omissions
- Summary of outstanding problems/issues
- Summary of issues resolved, decisions reached, clarifications, instructions, etc.
- Summary report on submittals

The PM will identify other required reports such as on-site logs and will furnish reporting formats. The Web based Project Management Control System described under paragraph 2.13 of this part shall be used to generate all the above listed reports when possible within the program capabilities.

#### **4.2.11. Construction Schedule**

The CMc is required to furnish GSA a cost loaded and resource loaded CPM schedule. The CMc shall submit a Preliminary CPM schedule during the design phase of the project as part of the 85% review comments submission, with the Baseline CPM schedule submitted no later than 30 days of issuance of the notice to proceed for Construction Phase Work. The Government may elect not to exercise the Construction Phase Services Option without an approved Preliminary CPM schedule. A government representative will review the contractor's schedule to ensure that the activities are comprehensive, that work flow is logical, that the schedule is not front-end loaded, and (if applicable) that activities are reasonably priced and will recommend approval, rejection, or revision along with supporting rationale.

The contractor's schedule shall be prepared in accordance with the attached Specifications 01310, Critical Path Method Scheduling and must be submitted in both electronic format as well as plotted and/or printed copies. Once approved by the CO, the CM will incorporate the contractor's schedule into the master project schedule. The Contractor will not receive any final payment for design phase services and/or the Government may withhold monthly progress payments until the schedule is received and approved by the Government.

A government representative will also receive and review the contractor's periodic updates as submitted with each request for payment and recommend appropriate action. The Contractor will continuously

monitor actual progress against the master schedule, identifying any delays or potential delays and notifying the government representative. If delays are encountered or anticipated, the Contractor will coordinate with GSA procedures that will mitigate the delays and implement remedial follow-up actions.

##### **4.2.11.1 Timelines**

With each schedule update, the Contractor shall provide a critical path method (CPM) or timeline graphic representation of delivery actions, sourced from a Windows compatible management/scheduling program, such as Primavera Project Planner Ver. 3 or equivalent. The level of representation shall detail event sequences for each design/construction phase, sub-contractor work, building component delivery (foundation, superstructure, HVAC system, Power,

Lighting, Flooring), and project related Government contracts. Reference Attachment G, CPM Scheduling Specification, for requirements for schedule updates.

#### **4.2.12 Meetings**

The Contractor will attend meetings as necessary or as requested by the PM, to include weekly progress meetings and periodic progress meetings with the client agencies.

##### **4.2.12.1 Progress Meetings**

The Contractor will attend *weekly* progress meetings. The CM will chair the meetings. The progress meetings will be held at the construction site. Normally the progress meetings will be attended by:

- PM
- A-E representative
- Contractor's Project Manager
- Construction Contractor Superintendent
- Contractor's QCS
- Appropriate subcontractor representatives
- Client representative(s), if appropriate

A typical agenda for the progress meetings is as follows:

- CPM or schedule update (w/ "8 week look ahead" evaluated weekly)
- Old Business (CM lists on the agenda issues/problems/questions from prior progress meeting that remain unresolved. Issues that get resolved during the meeting are dropped; unresolved issues are carried over to the next meeting.)
- Upcoming pre-installation/coordination meetings.
- New Business

#### **4.2.13 Submittals**

The submittals required of the construction contractor (e.g., shop drawings, samples, certificates, catalog data, test reports, warranties, and operating manuals) are specified in the construction contract. See section 4.2.1. under this Part for additional submittal procedures and services required.

##### **4.2.13.1 Submittal Processing**

The Contractor will develop and submit a submittal schedule in accordance with Division 1 of the construction specification which will be a complete listing of all submittals from the construction contract for monitoring purposes. Under the terms of the construction contract, the CMc will be required to prepare submittals in time to support corresponding construction activities, allowing sufficient time for GSA and the A-E's review. The CM will establish a submittal control system for processing all construction submittals so as to keep processing times to the minimum. The submittal control process will include target time periods for delivery, review, and return consistent with the review periods specified in the construction contract. The submittal control process will include initial delivery and distribution, logging, review, mark-up, approval/rejection, return distribution, resubmittal processing, and tracking / monitoring. The CM is responsible for facilitating the review and approval of submittals, and the A-E, or GSA will review submittals and recommend approval, approval as noted, or rejection. If delays are encountered or anticipated in the receipt of submittals or in the processing of submittals, the

Contractor will propose strategies for mitigating the delays and assist GSA with remedial follow-up actions.

Ensure that all subcontractors understand, agree to, and conform with their respective roles, responsibilities, and timeliness requirements for submittal processing.

Promptly correct and resubmit any submittals returned unapproved, allowing sufficient time for re-review in order to maintain the project schedule.

Upon receipt of submittal approvals, coordinate as necessary with all involved subcontractors.

Refer to FAR 52.236-21, Specifications and Drawings for Construction, for further submittal and shop drawing review requirements.

Expedite the processing of submittals to minimize approval times.

#### **4.2.14 Construction Phase Commissioning**

During the construction phase, the CMc shall provide commissioning services in accordance with ASHRAE Guideline 1, The HVAC Commissioning Process. In addition, the CMc shall perform a similar commissioning process on all major building systems. Elements of the Quality Control Plan overlap elements of the commissioning requirements and may be combined into a singular comprehensive document. This project shall be designed and constructed to meet, at a minimum, the LEED Silver Rating. The CMc will be responsible for complying with LEED Requirements included in the construction documents and specifications as well as those given under the "Materials and Resources" and "Indoor Environmental Quality" Sections of LEED. These sections address recycling requirements, storage of materials, tracking and monitoring requirements during construction, etc. The CMc shall familiarize itself with the LEED and Commissioning documents referenced in Paragraph 3.1, Part 1 of this RFP. In addition, the CMc's CPM Schedule shall reflect all necessary commissioning activities.

The CMc shall also perform Construction Phase commissioning support services as described below.

##### **4.2.14.1 Construction Phase Commissioning Plan Updates**

Review and comment on the CXa Construction Phase commissioning plan updates, defining all Construction Phase commissioning roles and responsibilities specific to testing and inspection of commissioned systems and building features and performance of special testing.

##### **4.2.14.2 Commissioning Schedule**

Review and comment on the CXa commissioning schedule, coordinating the commissioning work with the Project Delivery Team to ensure that commissioning activities are being incorporated. Integrate commissioning activities into the construction schedule.

##### **4.2.14.3 Construction Phase Commissioning Coordination**

Participate in regular commissioning coordination meetings with the Project Delivery Team.

#### **4.2.14.4 Systems Coordination Plans**

Prepare and submit systems coordination plans as required in the construction specification.

#### **4.2.14.5 Commissioning Testing and Inspection Procedures**

Assist the CXa in obtaining information required to perform commissioning tasks, including O&M materials and CC start-up and checkout procedures. Before systems start-up, assist the CXa in coordinating with contractors and design engineers to obtain information and clarity on control sequences and interlocks as necessary to develop detailed testing procedures and an enhanced systems start-up and initial systems checkout plan.

Review and comment on the CXa commissioning test procedures for commissioned systems, including pre-functional test (PFT) procedures, functional performance test (FPT) procedures, and documentation forms and construction checklists for all commissioned equipment and assemblies.

Review and comment on the CXa enhanced start-up and initial systems checkout plan with contractors for commissioned equipment.

#### **4.2.14.6 Construction Checklists**

Complete construction checklists as the work is accomplished.

#### **4.2.14.7 Commissioning Testing and Inspection**

Coordinate with the CM, CXa and involved subcontractors as necessary to facilitate performance of independent commissioning testing and inspection, including the following tests:

- Sequence testing of HVAC central plant, condenser water system, and air distribution
- Emergency generator load test
- Building pressurization test
- Refrigeration/heating/air handling load test
- HVAC system controls test
- Smoke test
- Thermographic scan
- Tracer gas test
- Uninterruptible power supply load test
- Any other special tests deemed necessary

Coordinate with the CXa in performing/witnessing retesting and reinspection as required if initial testing and inspection indicates performance deficiencies.

Assist the CXa in coordinating the scheduling of any off-site testing and preparing special testing reports, as appropriate, for building diagnostics tests of critical components and systems.

Review functional testing records completed by subcontractors for commissioned systems and assemblies, and provide testing records to the CXa.

Assist the CXa in verifying proper installation of commissioned components and systems.

#### **4.2.14.8 Commissioning Inspection Reports**

Review and comment on the CXa commissioning inspection reports.

#### **4.2.14.9 Commissioning Test Certifications**

Assist the CXa in assembling and reviewing all commissioning test certifications described in the testing and inspection plan.

#### **4.2.14.10 Commissioning Issues Log**

Assist the GSA in assuring resolution of failures reported in the commissioning issues log.

### **4.2.15 Safety**

The Contractor is responsible for safety at the construction site. The Contractor is also responsible for preparation of a safety plan and for carrying out the safety plan. The Safety and Environmental Management Branch of the Real Property Management and Safety Division is responsible for the administration of the safety and environmental program in GSA. The Contractor staff shall maintain conformance to the safety plan throughout the course of construction. Contractor shall consider safety a key element of their daily coordination. The contractor is required to cooperate with officials of other agencies (Federal and/or state) who are vested with authority to enforce requirements of the Occupational Safety and Health Act. The Contractor will prepare accident and fire reports to be submitted to GSA.

### **4.2.16 Inspection**

The A-E and Construction Manager (CM) will inspect the Contractor's and subcontractors' workmanship, materials, and equipment for conformity with requirements of the construction contract, i.e., against the contract drawings and specifications, subsequent contract modifications, and approved submittals. The A-E will promptly report to the Contractor, in writing, observed variances from the contract requirements

with a copy to the CM and advise the COR if the contractor fails to promptly remove, correct, or replace unacceptable construction work, and assess any delays caused by contractor. Throughout construction the CM will maintain an up-to-date list of defects and omissions. The CM will prepare and maintain inspection reports. GSA will conduct the final inspection with assistance from the A-E and CM.

The contractor shall coordinate with local municipal officials for inspections, as necessary.

### **4.2.17 CMc As-Built Drawings and Specifications**

Update CAD drawings (as-built drawings) and electronic specifications (as-built specifications), at least monthly, to document changes that occur during construction. The A-E or CM will verify on a monthly basis that the Contractor is maintaining a complete and up to date set of Record drawings. The GSA will be notified if the contractor is neglecting to maintain an accurate Record Drawing set of drawings.

The A-E shall provide "As-Built Drawings" and documents based upon actual site installation, as should be reflected within latest Record Drawings/documents. The contractor shall monitor the submittal of the As-Built Drawings for accuracy and completeness. Should the Government determine that variations exist between finished construction and the As-Built Drawings, the Contractor shall monitor the A-E's performance to correct drawings to the satisfaction of the Government at no cost to the Government.



#### **4.2.18 Testing**

##### **4.2.18.1 Coordinate Testing**

The Contractor is responsible for conducting required tests and for submitting test results to GSA. The Contractor will review the construction contract and identify all tests they are required to perform and prepare a complete testing schedule (reference shall be made to the QCP requirements under Part 2, Paragraph 3). The Contractor's testing responsibilities include:

- Verifying that tests are conducted as scheduled
- Witnessing selected tests
- Checking test results
- Retaining test records
- Summarizing significant test results in progress reports
- Notifying GSA of test failures and planning corrective actions
- Overseeing corrective actions and retesting
- Submitting test results within 24-hours (or as approved by the government)
- Conducting construction safety (OSHA) inspections as required.

##### **4.2.18.2 Verification Tests**

The CM will perform independent or verification tests for GSA. A certified testing laboratory will perform these tests.

#### **4.2.19 Clarifications/ Requests for Information/ Change Orders**

A request for information (RFI) is a question posed by the construction contractor seeking clarification of contract requirements. All RFIs shall be in writing; the RFI and response provide a documented history of the issue, and are considered a no-cost clarification to the contract for construction. An RFI can result in a contract modification, but such modifications must be approved and processed as formal contract modifications, with cost and time delineated.

1. The Contractor shall be responsible to initiate any needed RFI's and for coordinating the RFIs with the subcontractors. Using the ePM system, the RFI shall be promptly submitted to the CM.
2. If the Contractor can demonstrate to the CM that the information contained in the contract documents is insufficient to formulate a response to the RFI, the CM shall forward the RFI to the A-E for a written response, which may include additional design documents. The CM shall then review the A-E's response and, with the concurrence of the PM, forward the response to the Contractor.

Provisions for use of the GSA share of shared savings will apply if the GSA agrees that additional work to be performed by the CMc as a result of resolution of an RFI is beyond the scope of work upon which the ECW was previously based.

#### **4.2.20 Project Management Control System**

The government intends to use a Web based project management system, which will be used by the construction team to track submittals, RFIs, Issues, Change Orders, daily reports, monthly reports, inspection reports, Quality Control issues, lists of deficiencies and omissions, etc. The Contractor will be required to use this system to comply with the Progress Reporting requirements listed under Paragraph 4.2.10.

#### **4.2.21 Other Services**

##### **4.2.21.1 Hazardous Material Abatement**

The existing structure contains asbestos containing materials (ACMs). ACM's primarily exist in the fire stair doors and in vinyl floor tile throughout the building. Reference can be made to the attached Asbestos Management Plan Tables for additional information. Removal of ACM materials is a part of the scope of work for this project. The cost of this work is included in the project GMP of \$60,000,000.

#### **4.2.22 Construction Phase Work General Requirements**

These requirements will be refined and enhanced during the Design Phase as required to become Division 1 of the construction specification prior to exercise of the Construction Phase Work option. Additional Construction Phase requirements are provided in the Construction Phase section of the Scope of Services below.

#### **4.2.23 Construction Phase Additional Requirements**

The services described in this Paragraph 4.2. GC - Construction Services, is not a complete list of the services the Contractor will be required to perform. Throughout the construction phase the Contractor will perform or assist GSA in performing other various tasks. Examples of other tasks required include recommending solutions to delay problems encountered, coordination of work with Government contractors, coordination of work with local authorities, etc.

## **Part 3 - Contract Administration**

### **1. General Contractor**

#### **1.1 Contract Type**

**The government anticipates the award of a Construction Manager as-constructor (CMc) with a Guaranteed Maximum Price (GMP) Contract. The Source Selection procedures under FAR 15 will be employed as the method of selection of the successful Offeror.**

See Part 4 for further explanation of the components of the cost and price elements of the price proposal.

#### **1.2 Standard Clauses**

The design, construction, and management of this project is governed by the regulatory clauses set forth in Part 4 which provides general clauses, applicable to all facets of the contract. Clauses within Part 4 also apply to the delivery of construction services. Within the above referenced clauses, there are differing terms for "contractors." References to "Contractor(s)," "Construction Contractor", "General Contractor (GC)," "Construction Manager as constructor," etc. shall all be understood to mean the "Contractor" as described in this RFP.

### **1.3 Construction Manager as-constructor (CMc) Guaranteed Maximum Price (GMP) Contract**

#### **1.3.1 General**

The GMP for this project is \$60,000,000. The \$60,000,000 includes all the work that will be required to construct the building and includes the fee for design phase services.

#### **1.3.2 Content**

The Contractor shall include with the cost proposal a written statement of its basis, which shall include:

1. A list of allowances and a statement of their basis.
2. A list of the clarifications and assumptions made by the Contractor in preparation of the price proposal, to supplement the information provided in the Final Concept Design Documents.
3. The proposed price organized by trade categories, allowances, contingencies, general conditions, overhead and profit, to include extended overhead and profit, and other items that comprise the price. See Part 4 Proposal and Award - Submission Forms
4. The date of Substantial Completion upon which the price is based, and a schedule of the Construction Documents issuance upon which the date of the Substantial Completion is based.

#### **1.3.3 Payment for Construction Phase Work**

Refer to FAR 52.232-5 Payments under Fixed-Price Construction Contracts and FAR 52.232-27 Prompt Payment for Construction Contracts.

##### **1.3.3.1 Contractor's Pay Requests**

The CMc shall update the construction schedules monthly prior to each payment request. Provide an advance copy of the construction progress report to the CM. Provide documentation evidencing the cost of work performed to be included in

the payment request. Allowability of costs shall be in accordance with FAR 31.105 and 31.2.

Before submitting each payment request, the CMc shall meet with the CM and the GSA to review the advance copy of the construction progress report. Ensure that the CM and the GSA are in agreement as to the progress of the construction work and the value of the work completed.

Based upon agreed value of work completed, submit monthly payment requests to the GSA.

#### **1.3.4 Management of Construction Contingency Allowance**

The CM will keep a running account of the funds designated as the construction contingency allowance. While these funds are part of the pricing for all Construction Phase work under this contract, they are jointly held by the GSA and the CMc for use as described in the attached clause entitled Construction Manager as Constructor Guaranteed Maximum Price with Construction Contingency Allowance and Shared Savings. At the time of final settlement of the CMc contract, the remaining construction contingency allowance amount, if any, will be shared by the GSA and the CMc in accordance with the shared savings percentage specified in the aforementioned clause. If the GSA and the CMc agree that there will be shared savings, the GSA may use its share to fund additional work. As the GSA and the CMc agree upon adjustments to the construction contingency allowance, the CM will incorporate those adjustments into the running account, unless and until the CMc contract is converted to a firm-fixed-price contract or the actual cost of the work is determined prior to final settlement of the CMc contract. If the GSA uses its share of any anticipated shared savings to fund additional work, the CM will include in the running account a separate accounting of the GSA share of savings used and remaining. The method of accounting for the construction contingency allowance and the GSA savings used and remaining must be mutually agreed upon by the CM, the CMc, and the GSA prior to the start of construction. The CMc shall review the status of the construction contingency allowance account with the GSA and the CM at least monthly.

## **2. Roles and Responsibilities**

### **2.1 Contractor**

The Contractor is solely responsible for the management (planning, supervision and contract coordination), and construction (including all labor, equipment, materials and inspections) to meet requirements of this contract. It is also the intent for the CMc to have reasonable control over the design to ensure that costs remain within the budget but not to the extent that the design intent or integrity is significantly altered, modified or changed.

The CMc shall provide sufficient staff of project managers, field engineers, superintendents, inspection and testing engineers, scheduling engineers, cost engineers, clerical and accounting personnel, etc. to perform the required work.

For purposes of this contract, key Team Members for the Contractor are defined as follows:

- a) Corporate Construction Executive (principal of the CMc firm)
- b) Project Manager - Pre-Construction Phase (overall design and construction experience)
- c) Project Manager - Construction Phase (may be same or different from Pre-Construction Phase Project Manager; primarily responsible for selection and management of and negotiation with sub-contractors)
- d) Construction Superintendent (overall responsibility for project construction and schedule)
- e) Quality Control Superintendent (independent employee of GC with charge from management to achieve construction quality)
- f) Mechanical /Electrical/Plumbing Coordinator (MEP) (fully dedicated to this task and with substantial time commitment to this project)
- g) Safety Officer/ Program Coordinator

- h) Major consultants - i.e., environmental coordinator, energy conservation officer, waste management coordinator
- i) Scheduler
- j) Tenant Representative

Note: The Contractor shall identify in their proposal if any of the Team Members indicated above will perform dual functions. Review the description of contractor roles and responsibilities outlined in this RFP. The MEP Coordinator shall not perform any other role or responsibility.

The CMc shall utilize the personnel named in its offer to perform the services required under this contract. In the event that any of the personnel named in the CMc's accepted proposal (incorporated into this contract by reference) become unavailable, the CMc shall promptly submit a complete written resume for a proposed substitution, any other information necessary for the GSA to approve or disapprove, and a detailed explanation of the circumstances necessitating the proposed substitution. No substitution shall be made without prior approval of the CO. Any approved substitutions shall be made at no increase in contract price.

During the performance of the services required under this contract, the CMc shall obtain the GSA written consent before making any substitution for subcontractors and outside associates or consultants specifically identified and agreed to during negotiations.

See FAR 52.236-5, Material and Workmanship, regarding removal of any employee deemed incompetent, careless, or otherwise objectionable.

#### **2.1.1 Management**

The Contractor shall provide individuals in the capacities as described above. The Contractor Principal(s) shall have legal authority to represent the Contractor. The Project Manager shall be the single point of contact for coordinating with the Government and who can bind the Contractor in negotiations for changes and signing letters and contract modifications. The Construction Superintendent shall coordinate construction work and associated contracts. Inspection and testing agents must certify delivery and functional/operating performance of contract work

#### **2.1.2 Qualifications Acceptance**

The CO shall accept or reject personnel proposed by the Contractor. The Contractor shall make a timely and prompt resubmittal to provide other personnel required to replace any that are rejected by the CO, both at initial submittal or any subsequent rejection or substitution of personnel.

#### **2.1.3 Removal**

The CO shall have the right to effect removal of any Contractor employee at any time during the duration of the contract if that employee is deemed to not be of the level of competence or ability required under the contract, or if said employee is for any other reason found to be unsuitable for the work. In such case, the Contractor shall promptly submit the name and qualifications of a replacement.

#### **2.1.4 Further Documentation**

The Contractor shall provide further evidence or documentation of ability/suitability for their intended position if requested by the CO. At the CO's discretion, this may include submission of a detailed resume, work examples or evidence, oral interview, testing, or other appropriate means.

### **2.1.5 Failure to Provide Qualified Personnel**

Repeated failure or excessive delay by the Contractor to provide qualified personnel that meet project requirements, and are acceptable to the Government, may be deemed sufficient reason by the CO to terminate work as provided in the Termination for Default clause of this contract, as set forth in Part 4 Contract Clauses.

### **2.2 Architect-Engineer (A-E)**

The Architect-Engineer shall provide required design services. The A-E will perform additional services for the Government during the construction phase such as technical consultation services and submittal/shop drawing review.

### **2.3 Contracting Officer (CO)**

The Government's Contracting Officer (CO) has the authority to enter into, administer and/or terminate contracts and who may make related determinations and findings. The CO will designate to the Contractor in writing the roles and responsibilities of other Government officials as they relate to the execution of this contract. The CO for this project is:

Leslie Smalls  
General Services Administration - 4PGA  
401 West Peachtree Street, Suite 2513  
Atlanta, GA 30308  
Telephone No.: 404.224-2232

### **2.4 Contracting Officer's Representative (COR)**

The Contracting Officer's Representative may act for the CO within delegated authority limits. Unless otherwise noted, on behalf of the CO, the COR is responsible for the general administration and technical coordination of this project. The COR is the Government's point of contact for post award information exchange, design submission reviews, construction inspection/tests, and all administrative duties associated therewith. The COR for this project is:

Phil Stafford  
Faithful + Gould  
Suite 550  
2925 Briarpark Dr  
Houston, TX 77402  
Telephone Number: (205) 240-9109

### **2.5 Project Manager (PM)**

Representatives from the GSA's Public Buildings Service will monitor contract/project progress, reporting directly to senior GSA management. The PMs for this project are:

Senior Project Manager

Laura Shadix  
General Services Administration – 4PFA  
401 West Peachtree Street, Suite 2513

Project Manager

Sam Harris  
General Services Administration - 4PFA  
401 West Peachtree Street, Suite 2513

## **2.6 Construction Manager (CM)**

In support of the CO and COR, the Government has contracted for Construction Management services to review design development and construction estimates; monitor and perform construction inspections and tests; and assist the CO with modifications to the CMc contract. The CM shall have access to all areas of the construction site, including Contractor construction office area. The CM shall also have access to all construction drawings, files, records and test reports.

## **3. General Administration**

### **3.1 Coordination Meetings**

In addition to regular meetings with the Government's PM, the CM and the A-E, the Contractor shall attend formal status briefings on a monthly basis to provide a management overview of contract development. Immediately after issuance of the Notice to Proceed for the Construction Phase Work, "mobilization" meetings shall be conducted to review contract requirements, address scheduling, introduce staff, and resolve questions.

### **3.2 Contract Coordination**

The Government may enter into the following additional contracts to support Government needs not included as part of this contract. The Contractor shall provide site/project access for these Government contract activities and coordinate such contract work so as not to impede its execution. The Contractor shall maintain contact with the Government or its representatives, to establish/monitor the status of these contracts.

#### **3.2.1 Construction Management**

As indicated under Roles and Responsibilities, the Government will use a CM to support its professional and technical service needs. The Contractor should anticipate daily contact with this CM to review construction progress, including field inspection, witness of tests and other monitoring functions. See paragraph 2.6 of this Part 3.

#### **3.2.2 Telecommunications**

The Government may provide some of its own telecommunications (voice and data) services within the building. The Government may also contract with other parties to have associated wiring and equipment installed. The Contractor shall allow work to proceed and provide clean, dry and secured storage for involved contractor(s). All telecommunication spaces (including main distribution frame room and communication wire closets) must be available 90 days prior to the scheduled completion date of the project.

#### **3.2.3 Building Diagnostic Testing**

The Government may contract with public or private sector organizations to perform testing of building features/systems/materials in accordance the "Inspection of Construction" clause within Part 4 of this RFP.

#### **3.2.4. Tenant Move-in**

The Government may establish contracts to move tenants into and out of swing space and/or space accepted for beneficial occupancy.

#### **3.2.5 Tenant Special Equipment Installations**

The Government may enter into contracts to provide special tenant finishes and equipment, including installation of furniture, computer equipment, communications systems, audio-visual systems and security systems. This work may precede final inspections and tests. The Contractor shall allow work to proceed and provide clean, dry and secured storage for involved contractor(s) up to 120 calendar days prior to the scheduled completion date of the work. The contractor shall include in its final CPM schedule dates for installation of such furnishings and equipment.

### **3.3 Travel**

Unless otherwise indicated in the Scope of Services sections, the CMc is responsible for travel costs to support the requirements contained in this Statement of Work, including all progress meetings, workshops, reviews, and site visits. The CMc shall assume all travel will be within the vicinity of the project site except as specifically indicated otherwise in the Scope of Services sections.

### **3.4 Reproduction and Delivery**

Printing, reproduction and delivery costs necessary for execution of this contract are included in the contract fee.

### **3.3 Government Construction Office**

The Contractor shall provide approximately 1800 square feet of finished, temperature controlled (heated/air-conditioned) office space on the construction site for Government and CM personnel from the time of construction start through completion. The space shall be provided through construction trailers, existing onsite structures, and/or finished construction. Space shall have a separate locking and security system as well as fire protection. The Contractor shall provide all furniture and equipment described under Specification Section 01591 - Construction Manager's Office. (Refer to Attachment H)

#### **3.3.1 Utilities and Services**

All utility costs shall be provided by the Contractor as part of General Conditions, and should be included in the construction phase fee for services. HVAC, water, lighting, power, and other systems shall be operated and maintained for continuous service. The Contractor shall provide daily trash removal and weekly floor vacuuming and dusting. Potable chilled drinking water shall be provided within the space. Contractor provided private water closet, lavatory, etc (including all supplies) must be located within the construction trailer, or within 100 feet of the office in finished construction.

Telephone service shall be the responsibility of each party, but the Government Construction Office shall be pre-wired to receive the service. The Contractor shall provide telephone equipment described under specification section 01591. (Refer to Attachment H)



### **3.3.2 Furnishings**

The Contractor shall provide all furnishings described under specification section 01591. (Refer to Attachment H)

### **3.4 Office Automation**

The Contractor shall provide all networking equipment, computer equipment and software described under specification section 01591. (Refer to Attachment H)

### **3.5 Conference Area**

The contractor shall provide a joint-use conference area with table and seating for a minimum of 20 persons on the job site as described under specification section 01591. The space shall be used for weekly meetings and as needed by CM and/or Government for other conferences. (Refer to Attachment H)

### **3.6 CMc Personnel Security Requirements**

In the performance of work required under this contract, all CMc personnel must present proper identification to gain access to occupied building areas housing federal operations. CMc personnel means CMc employees and CMc subcontractor employees at all tiers.

CMc personnel requiring daily/weekly access to occupied building areas housing federal operations, shall undergo background investigations conducted by the United States Government, and will be issued, by the Federal Government, Government-wide standard secure and reliable forms of identification (i.e., federal personal identity verification (PIV) credentials) as required under Homeland Security Presidential Directive-12 (HSPD-12). Credentialed CMc personnel must wear their PIV credential cards visibly above the waist at all times while in occupied building areas housing federal operations.

All CMc personnel requiring access to occupied building areas housing federal operations who have not completed the PIV credentialing process, will be issued visitor badges upon entry, must wear their visitor badges visibly above the waist, and must surrender their visitor badges upon exit.

All non-PIV credentialed CMc personnel must be escorted at all times (including after hours) while in **occupied building areas** housing federal operations. The escort must be a PIV credentialed individual who has been found suitable after completion of the required background investigation.

#### **3.6.1 Law Enforcement Checks and Background Investigations**

The GSA will designate a Department of Homeland Security (DHS) Federal Protective Service (FPS) representative to coordinate the required law enforcement checks and background investigations. The CMc shall justify the need for and obtain the GSA approval of all requests for CMc personnel law enforcement checks or background investigations, before initiating further action.

For each CMc employee (including CMc subcontractor employees) required to undergo a law enforcement check, the CMc shall provide a legible ten-print fingerprint submission and the following documents:

- A legible ten-print fingerprint submission
- A Contractor Information Worksheet (CIW)

The required forms will be provided to the CMc:

(a.) The GSA will provide fingerprinting cards at no cost for CMc personnel requiring law enforcement checks or background investigations. Alternatively, fingerprinting may be obtained from local or state law enforcement agencies. Any fees charged by these agencies shall be non-reimbursable. The Fingerprint service provider should verify contractor's identity by examining two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9 OMB No. 1115-0136, "Employment Eligibility Verification." At least one document shall be a valid State or Federal Government-issued picture ID.

The CMc shall provide the documents required above to the GSA or directly to the designated DHS FPS representative, at least 20 days before the subject individuals will require daily/weekly access to building areas housing federal operations. The documents required for each applicant shall be provided in a separate sealed and secure envelope.

CMc personnel for whom background investigations have been requested must appear at least once in person before the designated DHS FPS representative and present two acceptable original identity source documents. One of these documents must be a valid (unexpired) picture ID issued by a state government or the federal government.

The CMc Returns CIW and fingerprint cards to GSA.

Upon receipt of the CIW and fingerprint cards, FPS will set up a new suitability decision request, open a new personnel investigation request with OPM in e-QIP system, and send e-QIP invite to CMc personnel.

The Contractor shall fill out the personnel investigation forms.

- i. Logon to OPM's e-QIP system as per instructions in e-mail invite.
- ii. Fill out personnel investigation form (usually SF85P).
- iii. Print and sign all three signature pages.

CMc personnel requiring daily/weekly access to building areas housing federal operations may be in possession of previously issued valid federal PIV credentials. For each such CMc employee (including CMc subcontractor employees), the CMc shall provide evidence verifying that the employee: (1) possesses a valid (unexpired) federal PIV credential; and (2) has undergone the required suitability or national security level investigation comparable to or higher than that required on this contract. If both of these conditions cannot be met, a new background investigation shall be required.

### **3.6.2 Credentialing and Return of Credentials**

A federal PIV credential may be issued after an initial background check has been completed. If the ensuing further background investigation results in a preliminary finding that the subject individual is unsuitable to occupy a position at the designated sensitivity level, the PIV credential may be revoked and the subject individual denied access to building areas housing federal operations pending completion of any adjudication and/or appeal process or final determination. Unsuitable individuals may be escorted out of building areas housing federal operations by DHS FPS, Immigration and Customs Enforcement (ICE), or other law enforcement entities, if necessary to protect government employees, property, and interests.

To receive an approved PIV credential, the applicant must appear in person before the designated DHS FPS representative and again present an original valid (unexpired) picture ID issued by a state government or the federal government. Additionally, the

applicant must sign an affidavit attesting to acceptance of the PIV credential and related responsibilities.

The CMc immediately shall deliver to the GSA each federal PIV credential obtained for performance of this contract, under whichever of the following conditions occurs earliest:

- Receipt of notification from GSA that the PIV credential has been revoked
- Determination that the subject individual no longer requires daily/weekly access to building areas housing federal operations
- Release of the subject individual from CMc or CMc subcontractor employment
- Completion of subcontract work (for PIV credentials issued to CMc subcontractor employees)
- Expiration of this contract

In the event that a CMc PIV credential is damaged, lost, misplaced or stolen, the CMc immediately shall notify the GSA and, if needed, request a replacement. Damaged PIV credentials shall be returned to the GSA.

### **3.6.3 Subcontracts**

The CMc shall incorporate provisions in all applicable subcontracts as necessary to ensure compliance with all requirements provided in this CMc Personnel Security Requirements section.

## **3.7 Document Security**

Sensitive but unclassified (SBU) building information will be generated and/or must be disseminated to and stored by various parties in the course of executing this project. SBU building information is information that, if misused, poses a potential security risk to a building, its occupants and visitors, and/or its contents. The CMc shall comply with the following requirements regarding SBU building information.

### **3.7.1 Documents**

As used in this section, the term "documents" means any media or devices used to capture, store, and transmit information, including printed images and electronically or optically stored forms of graphic and written information, as well as physical or virtual models.

### **3.7.2 Identification and Labeling/Marking**

Original CMc generated documents that contain building information must be reviewed with the GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the CMc shall affix SBU document labels/markings to the original documents and all extant copies, as instructed by the GSA, prior to any dissemination.

### **3.7.3 Copying from Labeled/Marked Documents**

Any documents containing SBU content copied from SBU labeled/marked documents must have the same SBU labels/markings affixed, unless the copies are redacted and reviewed as provided below.

#### **3.7.4 Redacting**

The CMc may redact complete or partial copies of SBU labeled/marked documents to remove or completely and unalterably obscure the SBU content. The CMc shall review the redacted copies with the GSA to ensure that all SBU content has been removed or obscured. Copies so redacted and reviewed are no longer subject to these requirements regarding SBU building information.

#### **3.7.5 Safeguarding and Storage**

The CMc shall properly safeguard any documents bearing SBU labels/markings at all times while those documents are in CMc possession. Access to such documents when in use by the CMc must be limited to individuals having a need to know the content in order to perform work required under this contract. When not in use, SBU labeled/marked documents in CMc possession must be securely stored such that they can be retrieved only by those individuals having a need to know the content.

#### **3.7.6 Dissemination**

Other than within the Project Delivery Team, the CMc shall disseminate SBU labeled/marked documents only to parties assigned or authorized to perform a role in the execution of the project and having a resultant need to know the document content. Documents may be disseminated in face-to-face meetings, by courier or secure shipment with evidence of delivery, or by electronic transmission. Electronic transmission of SBU information shall be encrypted as provided in current National Institute of Standards and Technology (NIST) data encryption standards and cryptographic module security requirements for processing SBU information.

#### **3.7.7 Destruction**

SBU content that is no longer needed shall be purged from all SBU labeled/marked documents and destroyed, or the complete document shall be destroyed, such that the SBU content is rendered unreadable and incapable of being restored. Data storage devices containing SBU information that is no longer needed shall be destroyed or the SBU content shall be erased using a permanent erase utility or comparable method.

#### **3.7.8 Reporting**

The CMc immediately shall report to the GSA any known or suspected instances of improper dissemination of SBU information, or other circumstances in which the security of SBU information may be compromised.

#### **3.7.9 Subcontracts**

The CMc shall incorporate provisions in all applicable subcontracts as necessary to ensure compliance with all requirements provided in this Document Security section.

### **4. Record Documents**

#### **4.1. Record Drawings**

The Contractor shall maintain record drawings of all changes/deviations from the original design. The record drawings shall be secured/protected in a fire-resistant metal container or fire-rated cabinet whenever they are not being updated or used. A hard copy reproducible print of all changed drawings shall be made at least every four (4) months using the CAD drafting system which produced the original design drawings.

The Contractor shall maintain record drawings at the job site. When shop drawings indicate significant variations over design drawings, shop drawings may be incorporated as part of Record Drawings.

#### **4.1.1 CAD Based System**

The Contractor shall provide all shop drawings and record notations on a CAD system compatible with that which produced the original design drawings (i.e. AutoCAD). A copy of the original computer generated CAD documents shall be provided to the Contractor, and the Contractor shall maintain two (2) back-up disc copies of all shop drawings.

#### **4.2. Record Specifications**

Maintain two copies of the project's design specifications updated to include all Government approved deviations and contract changes. Specification updates shall reference related record drawings and product data, where applicable.

#### **4.3. Shop Drawings/Product Data**

Maintain two copies of all reviewed shop drawings, product/catalog data including required product certification, and laboratory test reports. Shop drawing and product data updates shall reference related change orders and associated record drawings and specifications. Upon construction completion, both copies of Shop Drawings/Product Data will be turned over to the Government. One set of the shop drawings submitted shall be a reproducible original that the A/E will mark-up and return for Contractor to copy and distribute.

#### **4.4. Warranties and Guarantees**

Submit specific warranties and guarantees, final certifications and similar documents at the time of acceptance/substantial completion.

## **SECTION 00800 - SUPPLEMENTARY CONDITIONS**

### **HSPD – 12 Contractor Requirements:**

All contractor personnel assigned to work on a contract must receive a favorable HSPD-12 security background investigation, as described in the Section 8 below of this amendment/contract. The contractor is responsible for all travel and labor costs associated with background investigations and PIV Cards enrollment to meet HSPD-12 requirements.

The following information is provided to assist the contractor in estimating the costs associated with this requirement. The contractor will be expected to utilize the nearest credentialing site to his offices or place of contractor performance. Credentialing sites may be located through the following:

<http://www.fedidcard.gov/centerlocator.aspx>. If an HSPD-12 credential is required, currently one visit to an enrollment station is required to enroll and another is required to activate the card once received. If there is a problem activating the PIV Card, one additional visit to the credentialing center may be required. Filling out the form for a NACI clearance takes about 4 hours on average. Individual contractor employee involvement in processing, getting questions answered, fingerprints, etc. takes another 3 hours on average. Times may vary depending on individual circumstances and the level of clearance required.

### **FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

### **GSAR 552.237-70 QUALIFICATIONS OF OFFERORS (MAY 1989)**

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

### **GSAR 552.237-71 QUALIFICATIONS OF EMPLOYEES (MAY 1989)**

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the

individual. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

#### **SUITABILITY DETERMINATIONS**

(a) All contract employees requiring routine unescorted access to Federally-controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(b) Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.

(c) Contract employees working less than 6 months (Temporary Employees) may, at the Government's option, be required to undergo a lesser form of suitability determination. Prior to the time that an identification card is issued, if at all, such Temporary Employees will be required to comply with normal facility access control procedures, including sign-in, temporary badging, and escorted entry, as applicable.

(d) Temporary Employees who have not received a favorable suitability determination shall be escorted at all times while in non-public space, as directed by the Government.

(e) The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.

(f) The Contracting Officer or his/her designated representative shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.

(g) The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

#### **COMPLIANCE WITH SECURITY REQUIREMENTS**

(a) The Contractor shall comply with all GSA and tenant agency security requirements in the building(s) where work is being performed.

(b) When a controlled personnel identification access system is used by a tenant agency at a site where work is performed, the tenant agency will be responsible for providing any required access credentials. Credentials shall be displayed at all times or as otherwise required by the tenant agency.

#### **IDENTIFICATION CREDENTIAL**

(a) Upon receipt of a favorable suitability determination, each Regular or Temporary Employee shall be issued an identification credential (Credential) permitting regular access to the building(s) where work is being performed.

(b) Regular or Temporary Employees with Credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar Credentials.

(c) All Contractor or subcontractor employees possessing Credentials shall visibly display their Credentials at all times while in the building(s) where work is being performed.

(d) The Contractor shall be responsible for ensuring that all identification credentials are returned to the Government when a particular Contractor or subcontractor employee will no longer be providing service under the Contract at the building(s) covered by the Credential.

(e) The Contractor will notify the Government when Credentials are lost. In that event, the Contractor will be responsible for reimbursing the Government for its cost in issuing a replacement Credential.

## **STANDARDS OF CONDUCT**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

## **REMOVAL FROM CONTRACT WORK**

(a) As provided in the clause entitled "Qualifications of Employees", the contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.

(b) A contractor employee may also be removed where the continued employment of the contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

(c) Where a contractor employee is granted a temporary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the employee's removal from the work site and from other work in connection with the Contract.

(d) The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

## **SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION**

Dissemination of sensitive but unclassified paper and electronic building information shall be made on a "need to know" basis in accordance with GSA Order PBS P 3490.1, a copy of which will be made available upon request.

## **PART 1 – GENERAL**

### **1. GENERAL**

1.1 **GENERAL CONDITIONS:** Whenever the term "General Conditions" is used in the specification, it refers to "Construction Contract Clauses."

1.2 **CLAUSES AND PROVISIONS:** The designation FAR and GSAR in the clauses and provisions refer to the regulations which provide for their use. FAR refers to the Federal Acquisition Regulations and GSAR refers to the General Services Administration Acquisition Regulations. The FAR is published in Title 48 of the Code of Federal Regulations, Chapter 1 (48 CFR 1). The GSAR appears in Chapter 5 of Title 48 (48 CFR 5). Occasionally, the term "Alternate" appears in a title. This term reflects the selected alternate wording of the particular clause or provision which appears in the FAR or GSAR. When "Deviation" appears in a title, the clause or provision represents an approved deviation for the referenced regulation.



- 1.3 FAR 52.232-18 - AVAILABILITY OF FUNDS (APR 1984): Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**2. SITE CONDITIONS – RESERVED.**

**3. PERFORMANCE**

- 3.1 FAR 52.211-10 - COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984): The Contractor shall be required to:

- A. Commence work under this contract within thirty (30) calendar days after the Contractor receives notice to proceed.
- B. Prosecute the work diligently, and
- C. Complete the entire work ready for use not later than 930 calendar days from the date the full notice to proceed is received. The time stated for completion shall include final cleanup of the premises.

NOTE: (1) Contract Completion Date is the date in the contract by which the project shall receive final acceptance. All work is done and the contractor is no longer working on the project with the exception of warranty items. Substantial completion and Final Acceptance shall be achieved on, or prior, the Contract Completion Date.  
(2) Substantial Completion means that the contractor has complied with the contract requirements, except for minor deviations (e.g., punch list items), and the project is sufficiently complete and capable of being occupied and used by the Government for the intended purpose.  
(3) Addition to Specification Section 01320 – Scheduling shall have a statement in the baseline schedule discussion similar to the following: "All punch list work shall be completed on, or prior to, the Contract Completion Date. Schedules shall be rejected if there are activities scheduled after the Contract Completion Date."

- 3.2 FAR 52.236-1 - PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984):

- A. The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to the contract if, during performance of the work, the Contracting Officer determines that the reduction would be to the advantage of the Government.

3.3 Notices to Proceed. There will be two separate Notices to Proceed issued for this project. The notices shall be issued at the Contracting Officer's discretion in accordance with the contract terms and conditions at no change in the contract price.

A Notice to Proceed (NTP) will be issued within a reasonable time after the contract has been awarded for Design Phase Services.

A second Notice to Proceed (NTP) will be issued for construction phase services subject to receipt of the Contractor's performance and payment bonds and required insurance is received and accepted by the Contracting Officer. The second NTP authorizes the contractor to fully pursue all work associated with the contract. Issuance of the NTP marks the beginning of the construction contract period.

#### 4. HAZARDOUS MATERIALS

##### 4.1 FAR 52.223-3 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) Alternate I (JUL 1995):.

- A. Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract.)
- B. The offeror must list any hazardous material, as defined in paragraph (A) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

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Identification No.

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- C. This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- D. The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (B) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- E. If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (D) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- F. Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- G. Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- H. The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - 1. To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to --
    - a. Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - b. Obtain medical treatment for those affected by the material; and
    - c. Have others use, duplicate, and disclose data for the Government for these purposes.
  - 2. To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (H)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - 3. The Government is not precluded from using similar or identical data acquired from other sources.
- I. Except as provided in paragraph (I)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (B) of this clause.
  - 1. For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to mail MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - 2. For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

## 5. GOVERNMENT-FURNISHED PROPERTY

### 5.1 FAR 52.245-1 Government Property. (June 2007)

(a) Definitions. As used in this clause—

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Cannibalize” means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
  - (2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
  - (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.
- (4) “Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—
- (1) All or substantially all of the Contractor’s business;
  - (2) All or substantially all of the Contractor’s operation at any one plant or separate location; or
  - (3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Plant equipment" as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

"Sensitive property" means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Surplus property" means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship,

possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon—

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph

(e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.



(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction,

or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

- (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.
- (2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.
- (3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.
- (4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

- (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies—
  - (i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.
  - (ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.
  - (iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.
- (2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
- (3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
- (4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the

prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
- (3) An increase, decrease, or substitution of Government-furnished property.
- (4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

- (1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
- (B) May purchase the property at the acquisition cost; or
- (C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

- (B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and
  - (C) Termination inventory.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—
- (A) Special test equipment with commercial components;
  - (B) Special test equipment without commercial components;
  - (C) Printing equipment;
  - (D) Information technology (*e.g.*, computers, computer components, peripheral equipment, and related equipment);
  - (E) Precious metals;
  - (F) Nonnuclear hazardous materials or hazardous wastes; or
  - (G) Nuclear materials or nuclear wastes.
- (iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—
- (i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;
  - (ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
  - (iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may—
- (i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and
  - (ii) Require the Contractor to correct an inventory disposal schedule.
- (6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.
- (7) Storage.
- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.
  - (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

*Alternate I (June 2007).* substitute the following for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

5.2 FAR 52.245-9 Use and Charges. (June 2007)

(a) Definitions. As used in this clause:

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

"Plant equipment", as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

"Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

"Rental period" means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of—

- (1) Contracts with the Government that specifically authorize such use without charge;
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—
  - (i) Approves a subcontract specifically authorizing such use; or
  - (ii) Otherwise authorizes such use in writing; and
- (3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

- (ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.
- (iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.
- (iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.
- (2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.
- (3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.
- (f) Rental payments.
  - (1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.
  - (2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.
  - (3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.
- (g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.
- (h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)



6. EMPLOYMENT PRACTICES

6.1 FAR 52.222-23 - NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999):

A. The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

B. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

\*\*\*\*\*

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE                      SEE FEDERAL REGISTER

\*\*\*\*\*

GOALS FOR FEMALE PARTICIPATION FOR EACH TRADE                      SEE FEDERAL REGISTER

\*\*\*\*\*

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs Office.

- C. The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- D. The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--
1. Name, address, and telephone number of the subcontractor;
  2. Employer identification number of the subcontractor.
  3. Estimated dollar amount of the subcontract;
  4. Estimated starting and completion dates of the subcontract; and
  5. Geographical area in which the subcontract is to be performed.

- E. As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is City of Jackson, County of Hinds, State of Mississippi.

## 7. PAYMENTS

### 7.1 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS:

- A. The Contractor shall attend payment meetings each month, as scheduled herein, with the designated Government Representative, prior to the submission of the Contractor's progress payment invoice (payment request). These may be held in conjunction with the progress meetings held pursuant to Section 01310, Project Management and Coordination. The payment meetings may be conducted in person or by telephone. The meetings will enable payments to be made promptly and within the dates established in the contract. The purpose of the payment meetings is to enable the contractor and the Government Representative to discuss the amount of the prospective payment and the supporting documentation required, and to reach agreement on the amount thereof. Inspections by all parties will be completed prior to or during the meeting, thus ensuring timely substantiation and agreement on payment amounts. The schedule for payment meetings is as follows:

1. To Be Determined

- B. The Contractor shall submit the original invoice to the Contracting Officer, with a copy to the COR or, if a contract is being administered with the assistance of a CM contractor, a copy to such contractor, as follows:

1. To Be Determined

- C. Payment requests shall not be submitted until the scheduled payment meetings are held. If the Contractor fails to attend a payment meeting, the Government will make payment on the Contractor's payment request based upon the results of the Government inspection, in an amount of no more than the Government's estimate of the amount due. The balance of the Contractor's payment request will remain in dispute and will not be subject to any late payment penalty until such time that an invoice including the disputed amount is resubmitted and agreement is reached with the Contracting Officer on any payment amount being due.

- 1.1.1 D. Payment due dates are based upon the receipt of a proper invoice by the Contracting Officer. If the invoice is defective (see FAR clause 52.232-27, Prompt Payment for Construction Contracts, and GSAR clause 552.232-70, Invoice Requirements), it will be returned to the Contractor for appropriate action. If there is a disagreement over the payment amount, the Contracting Officer may pay the portion of the requested payment that is not in dispute.

- E. Any inquiries on payments are to be directed to the Contracting Officer.

- F. Since this contract is funded by the American Recovery and Reinvestment Act (ARRA) of 2009, the contractor shall annotate all invoices the following: Funding for this construction contract is obtained from the American Recovery and Reinvestment Act (ARRA).

7.2 FAR 52.211-12 - LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000):

- A. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$4,300.00 for each calendar day of delay until the work is completed or accepted.
- B. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages in addition to excess costs of repurchase under the Termination clause.

7.3 FAR 52.211-13 - TIME EXTENSIONS (SEPT 2000):

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

7.4 FAR 52.236-16 - QUANTITY SURVEYS (APR 1984):

- A. Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.
- B. The Government shall conduct the original and final surveys and make the computations based on them. The Contractor shall conduct the surveys for any periods for which progress payments are requested and shall make the computations based on these surveys. All surveys conducted by the Contractor shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance.
- C. Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.
- D. The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make sure computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 00800

## GSAR CONTRACT CLAUSES

### GSAR 552.252-5 – Authorized Deviations in Provisions (Deviation FAR 52.252-5) (SEP 1999)

- (a) Deviations to FAR provisions.
  - (1) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) provision by the addition of "(DEVIATION)" after the date of the provision, if the provision is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).
  - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) provision that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR provision no.))" after the date of the provision.
- (b) Deviations to GSAR provisions. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation provision by the addition of "(DEVIATION)" after the date of the provision.
- (c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

### GSAR 552.219-72 Preparation, Submission, and Negotiation of Subcontracting Plans. (JUNE 2005)

- (a) An offeror, other than a small business concern, submitting an offer that exceeds \$500,000 (\$1,000,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial plan.
- (b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.
- (c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:
  - (1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.
  - (2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.
  - (3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.
- (d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:

- (1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.
- (2) Consider previous goals and achievements of contractors in the same industry.
- (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.
- (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.
- (e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

(End of provision)

GSAR 552.219-73 Goals for Subcontracting Plan. (JUNE 2005)

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1) The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2) In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3) The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) GSA believes that this contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors. Accordingly, it is anticipated that an acceptable subcontracting plan will contain at least the following goals:

Small Business	<u>39</u> percent
HUBZone Small Business	<u>3</u> percent

Small Disadvantaged Business	<u>6</u> percent
Women-Owned Small Business	<u>5</u> percent
Veteran-Owned Small Business	<u>5</u> percent
Service-Disabled Veteran-Owned Small Business	<u>3</u> percent

**NOTE:** Target goals are expressed as a percentage of planned subcontracting dollars.

- (c) In determining the acceptability of any subcontracting plan, the Contracting Officer will—
- (1) Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;
  - (2) Consider previous goals and achievements of contractors in the same industry;
  - (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and
  - (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.
- (d) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.
- (End of provision)

BUY AMERICAN FAR 52.225-23 Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements. (Mar 2009)

(a) *Definitions.* As used in this clause—

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Domestic construction material" means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free trade agreement (FTA) country construction material" means a construction material that—

- (1) Is wholly the growth, product, or manufacture of an FTA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Manufactured construction material" means any construction material that is not unmanufactured construction material.

"Recovery Act designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

"Recovery Act designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"WTO GPA country construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) and the Buy American Act (41 U.S.C. 10a-10d) do not apply to Recovery Act designated country construction material. Consistent with U.S. obligations under international agreements, this clause implements—

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic or Recovery Act designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

[Contracting Officer to list applicable excepted materials or indicate "none".]

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the overall cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material other than that covered by trade agreements is noncompliant with the applicable Act.



(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

Foreign and Domes

(End of clause)

## 9.2 FAR 52.225-24 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements. (Mar 2009)

(a) Definitions. "Construction material," "domestic construction material," "foreign construction material," "manufactured construction material," "Recovery Act designated country construction material," "steel," and "unmanufactured construction material," as used in this provision, are defined in the clause of this solicitation entitled "Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-23).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23 in the request. If an offeror has not requested a determination regarding the inapplicability of section 1605 of the Recovery Act or the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

- (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and
  - (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.
- (2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of unreasonable cost.
- (d) Alternate offers.
- (1) When an offer includes foreign construction material, other than Recovery Act designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-23, the offeror also may submit an alternate offer based on use of equivalent domestic or Recovery Act designated country construction material.
  - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer and a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-23 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
  - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-23 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or Recovery Act designated country construction material, and the offeror shall be required to furnish such domestic or Recovery Act designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—
    - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
    - (ii) May be accepted if revised during negotiations.

Alternate I (Mar 2009). As prescribed in 25.1102(e), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-23.

(End of provision)

END OF SECTION

## CONSTRUCTION CONTRACT CLAUSES (FIXED PRICE)

**1. FAR 52.252.2 Clauses Incorporated by Reference (02-98)** This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[www.arnet.gov/GSAM/gsam.html](http://www.arnet.gov/GSAM/gsam.html).

The following clauses are incorporated by reference:

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>CLAUSE NO. AND TITLE</u>
<b>GENERAL</b>	FAR 52.202-1	2. Definitions (07-04)
	GSAR 552.236-70	3. Definitions (04-84)
	GSAR 552.236-71	4. Authorities and Limitations (04-84)
	GSAR 552.203-71	5. Restriction on Advertising (09-99)
	GSAR 552.252-6	6. Authorized Deviations in Clauses (Deviation FAR 52.252-6) (09-99)
	GSAR 552.236-72	7. Specialist (04-84)
	GSAR 552.236-82	8. Subcontracts (04-84)
	GSAR 552.211-71	9. Standard References (09-99)
	FAR 52.236-8	10. Other Contracts (04-84)
	FAR 52.225-14	11. Inconsistency Between English Version and Translation of Contract (02-00)
	FAR 52.236-7	12. Permits and Responsibilities (11-91)
	FAR 52.253-1	13. Computer Generated Forms (01-91)
	FAR 52.204-4	14. Printed or Copied Double sided on Recycled Paper (08-00)
	FAR 52.214-34	15. Submission of Offers in the English Language (04-91)
	FAR 52.214-35	16. Submission of Offers in U.S. Currency (04-91)
	FAR 52.204-7	17. Central Contractor Registration (04-08)
<b>STANDARDS OF CONDUCT</b>	FAR 52.203-3	18. Gratuities (04-84)
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**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 CLAUSES**

**FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (Mar 2009)**

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

**FAR 52.204-11 American Recovery and Reinvestment Act—Reporting Requirements. (Mar 2009)**

(a) *Definitions.* As used in this clause—

“Contract”, as defined in FAR 2.101, means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq.* For discussion of various types of contracts, see FAR Part 16.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Jobs created” means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Jobs retained” means an estimate of those previously existing filled positions that are retained as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers only prime contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as “full-time equivalent” (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each calendar quarter.

“Total compensation” means the cash and noncash dollar value earned by the executive during the contractor’s past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) *Other compensation.* For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(d) The Contractor shall report the following information, using the online reporting tool available at [www.FederalReporting.gov](http://www.FederalReporting.gov).

(1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and only address the impact on the contractor's workforce. At a minimum, the contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.



(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the quarterly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(End of clause)

**. FAR 52.215-2 Audit and Records—Negotiation. (Mar 2009)**

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General.*—

(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder and to interview any current employee regarding such transactions.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

*Alternate I (Mar 2009).* As prescribed in 15.209(b)(2), substitute the following paragraphs (d)(1) and (g) for paragraphs (d)(1) and (g) of the basic clause:

(d) *Comptroller General or Inspector General.* (1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of

1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, shall have access to and the right to—

(i) Examine any of the Contractor's or any subcontractor's records that pertain to and involve transactions relating to this contract or a subcontract hereunder; and

(ii) Interview any officer or employee regarding such transactions.

(g)(1) Except as provided in paragraph (g)(2) of this clause, the Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(2) The authority of the Inspector General under paragraph (d)(1)(ii) of this clause does not flow down to subcontracts.

#### **134. FAR 52.244-6 Subcontracts for Commercial Items. (Mar 2009)**

(a) *Definitions.* As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. (End of clause)

**135. GSAM 552.232-70 Invoice Requirements (Sep 1999)**

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

(c) In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this contract or order, the following information or documentation must be submitted with each invoice:

NOTE: The ACT number has been replaced by the Accounting Document Number (ADN). The ADN must be listed on all invoices in order to ensure proper payment. The ADN will be provided at contract

American Recovery and Reinvestment Act of 2009 - The fund source for this modification is the Recovery Act. The modification designates the Recovery Act Contract Line Item (CLIN) TBD. All invoices for payment that result from work under this modification must cite the modification CLIN TBD to enable the required agency obligation and expense reporting to Recovery.gov.

A properly executed invoice must show the name and address of the business concern as listed on the award, the invoice date, the Contract Number, the Order number, if applicable, the contract ADN, and the corresponding Recovery Act CLIN.

The GSA Form 2419, Certification of Progress Payments Under Fixed Priced Construction Contracts, should also be submitted with each payment request.

The GSA Form 1142, Release of Claims is required to be submitted only on the Final Payment request. (End of Clause)

**FULL TEXT OF THE CLAUSES INCORPORATED BY REFERENCE  
IN THE SOLICITATION/CONTRACT**

**GENERAL**

**3. FAR 52.202-1--DEFINITIONS (JULY 2004)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a difference meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The Far Index is a guide to words and terms the FAR defines and shows where each definition is located. The Far Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

**4. GSAR 552.236-70--DEFINITIONS (APR 1984)**

The terms "Administration" and "Service" as used in this contract shall mean the General Services Administration (GSA) and the Public Buildings Service (PBS), respectively.

**5. GSAR 552.236-71--AUTHORITIES AND LIMITATIONS (APR 1984)**

(a) All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested in him by the contract documents, except that he shall have the right to designate authorized representatives to act for him. Wherever any provision in this contract specifies an individual (such as, but not limited to, Construction Engineer, Resident Engineer, Inspector or Custodian) or organization, whether Governmental or private, to perform any act on behalf of or in the interests of the Government, that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this contract but only to the extent so specified. The Contracting Officer may, at any time during the performance of this contract, vest in any such authorized representatives additional power and authority to act for him or designate additional representatives, specifying the extent of their authority to act for him; a copy of each document vesting additional authority in an authorized representative or designating an additional authorized representative shall be furnished to the Contractor.

(b) The Contractor shall perform the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) issued by an authorized representative in accordance with his authority to act for the Contracting Officer; but the Contractor assumes all the risk and consequences of performing the contract in accordance with any order (including but not limited to instruction, direction, interpretation, or determination) of anyone not authorized to issue such order.

**6. GSAR 552.203-71--RESTRICTION ON ADVERTISING (SEP 1999)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

**7. GSAR 552.252-6--AUTHORIZED DEVIATIONS IN CLAUSES (DEVIATION FAR 52.252-6) (SEP 1999)**

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

**8. GSAR 552.236-72--SPECIALIST (APR 1984)**

The term "Specialist," as used in the contract specification, shall mean an individual or firm of established reputation (or, if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specification requires installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer's direct supervision.

**9. GSAR 552.236-82--SUBCONTRACTS (APR 1984)**

(a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

(b) The Contractor shall be responsible to the Government for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.

(c) The Government will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

**10. GSAR 552.211-71--STANDARD REFERENCES (SEP 1999)**

(a) All documents and publications (such as, but not limited to, manuals, handbooks, codes, standards and specifications) cited in this contract for the purpose of establishing requirements applicable to equipment, materials, or workmanship under this contract, shall be deemed to be incorporated herein as fully as if printed and bound with the specifications of this contract, in accordance with the following:

(1) Wherever reference is made to Standard Specifications of the Public Buildings Service, Interim Federal Specifications, Interim Amendments to Federal Specifications, Interim Federal Standards, or Interim Amendments to Federal Standards, the Contractor shall comply with the requirements set out in the issue or edition identified in this contract.

(2) Wherever reference is made to any such document other than those specified in subparagraph (1) above, the Contractor shall comply with the requirements set out in the edition specified in this contract, or if not specified, the latest edition or revision thereof, as well as the latest amendment or supplement thereto, in effect on the date of the solicitation on this project, except as modified by, as otherwise provided in, or as limited to type, class or grade, by the specifications of this contract.

(b) Upon request the Contractor shall make available at the job site within a reasonable time, a copy of each trade manual and standard which is incorporated by reference in this contract and which governs quality and workmanship.

**11. FAR 52.236-8--OTHER CONTRACTS (APR 1984)**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

**12. FAR 52.225-14--INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)**

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

**13. FAR 52.236-7--PERMITS AND RESPONSIBILITIES (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

**14. FAR 52.253-1--COMPUTER GENERATED FORMS (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**15. FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

(a) *Definitions.* As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper

machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories or paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

#### **16. FAR 52.214-34 Submission of Offers in the English Language (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

#### **17. FAR 52.214-35 Submission of Offers in U.S. Currency (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

#### **18. FAR 52.204-7 Central Contractor Registration. (Apr 2008)**

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—



- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
  - (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and ZIP Code.
  - (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
  - (1)
    - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
    - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
  - (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

**STANDARDS OF CONDUCT**

**19. FAR 52.203-3--GRATUITIES (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (End of Clause)

**20. FAR 52.203-5--COVENANT AGAINST CONTINGENT FEES (APR 1984)**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence. "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence. "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract. "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter. (End of Clause)

**21. FAR 52.203-7--ANTI-KICKBACK PROCEDURES (JUL 1995)**

(a) Definitions. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from --

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may --

(i) Offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

(ii) Direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

## **22. FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under this contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

## **23. FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be—

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

(3) For cost-plus-award-fee contracts—

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may—

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price; 10 percent of the contract modification price; or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

#### **24. FAR 52.203-12--LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)**

(a) *Definitions.* As used in this clause—

"Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 2.101.

"Covered Federal action" means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a

special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term *appropriated funds* does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) *Agency and legislative liaison by Contractor employees.*

(i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern—

(A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or

(B) The application or adaptation of the person's products or services for an agency's use.

(iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

*(2) Professional and technical services.*

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).

(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.

*(d) Disclosure.*

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.

(2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

*(e) Penalties.*

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(g) *Subcontracts.*

(1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding \$100,000 under this contract. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding \$100,000.

## **BONDS AND INSURANCE**

### **25. FAR 52.228-1--BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulation, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreement), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference. (End of Clause)

### **26. FAR 52.228-2--ADDITIONAL BOND SECURITY (OCT 1997)**

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if—

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

### **27. FAR 52.228-11--PLEDGES OF ASSETS (FEB 1992)**

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond—

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of—

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide—

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

## **28. FAR 52.228-12 -- PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)**

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

## **29. FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)**

(a) Irrevocable letter of credit (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any) shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

- (A) One year following the expected date of final payment;
- (B) For performance bonds only, until completion of any warranty period; or
- (C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

- (A) 90 days following final payment; or



- (B) For performance bonds only, until completion of any warranty period..
- (d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.
- (e) The following format shall be used by the issuing financial institution to create an ILC:

-----  
[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date-----

Irrevocable Letter of Credit No.-----

Account party's name-----

Account party's address-----

For Solicitation No.----- (For reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at *[issuing financial institution's and, if any, confirming financial institution's]* office at *[issuing financial institution's address and, if any, confirming financial institution's address]* and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. *[This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.]* It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No.500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

- (f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]---

(Date)\_\_\_\_\_

Our Letter of Credit Advice Number-----

Beneficiary:-----  
[U.S. Government agency]  
Issuing Financial Institution:-----  
Issuing Financial Institution's LC No.:-----

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$ \_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_. We hereby undertake to honor sight draft(s) drawn under the Letter of Credit and this Confirmation at our offices as specified herein.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1983 Revision, International Chamber of Commerce Publication No. 400, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 calendar days after the resumption of our business.

Sincerely,

-----  
[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

-----  
[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] the sum of United States \$ \_\_\_\_\_

This draft is drawn under \_\_\_\_\_ Irrevocable Letter of Credit  
No. \_\_\_\_\_

[Beneficiary Agency]

By: \_\_\_\_\_

**30. FAR 52.228-15 - PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (NOV 2006)**

(a) *Definitions.* As used in this clause—

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury  
Financial Management Service  
Surety Bond Branch  
3700 East West Highway, Room 6F01  
Hyattsville, MD 20782.  
Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

**31. FAR 52.228-5--INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the

contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request. (End of Clause)

### **32. GSAR 552.228-70--WORKERS' COMPENSATION LAWS (SEP 1999)**

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workers' compensation laws to all lands and premises owned or held by the United States.

### **SITE CONDITIONS**

### **33. FAR 52.236-2--DIFFERING SITE CONDITIONS (APR 1984)**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

### **34. FAR 52.236-3--SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. (End of Clause)

### **35. GSAR 552.236-76--MEASUREMENTS (APR 1984)**

All dimensions shown of existing work and all dimensions required for work that is to connect with work now in place, shall be verified by the Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Contracting Officer before any work affected thereby has been performed.

### **SPECIFICATIONS AND DRAWINGS**

**36. FAR 52.236-21--SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)  
Alternate I (APR 1984)**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

**37. GSAR 552.236-77--SPECIFICATIONS AND DRAWINGS (SEP 1999)**

The requirements of the clause entitled "Specifications and Drawings for Construction" at FAR 52.236-21, are supplemented as follows:

(a) In case of difference between small and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or

any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work.

(b) Where the word "similar" occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

(c) Standard Details or Specification Drawings are applicable when listed, bound with the specifications, noted on the drawings or referenced elsewhere in the specifications. Where the notes on the drawings indicate modifications, such modifications shall govern.

(d) In case of difference between Standard Details or Specification Drawings and the specifications, the specifications will govern. In case of difference between the Standard Details or Specification Drawings and the drawings prepared specifically for this contract, the later shall govern.

**38. GSAR 552.236-78--SHOP DRAWINGS, COORDINATION DRAWINGS, AND SCHEDULES (SEP 1999)**

The requirements, of the clause entitled "Specifications and Drawings for Construction" at FAR 52.236-21, are supplemented as follows:

(a) The Contractor shall submit shop drawings, coordination drawings, and schedules for approval as required by the specifications or requested by the Contracting Officer as follows:

(b) Shop drawings shall include fabrication, erection and setting drawings, schedule drawings, manufacturers' scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature, and performance and test data.

(c) Drawings and schedules, other than catalogs, pamphlets and similar printed material, shall be submitted in reproducible form with two prints made by a process approved by the Contracting Officer. Upon approval, the reproducible form will be returned to the Contractor who shall then furnish the number of additional prints, not to exceed 10, required by the specifications. The Contractor shall submit shop drawings in catalog, pamphlet and similar printed form in a minimum of four copies plus as many additional copies as the Contractor may desire or need for his use or use by subcontractors.

(d) Before submitting shop drawings on the mechanical and electrical work, the Contractor shall submit and obtain the Contracting Officer's approval of such lists of mechanical and electrical equipment and materials as may be required by the specifications.

(e) Each shop drawing or coordination drawing shall have a blank area 5 by 5 inches, located adjacent to the title block. The title block shall display the following:

Number and title of drawing  
Date of drawing or revision  
Name of project building or facility  
Name of contractor and (if appropriate) name of  
subcontractor submitting drawing  
Clear identity of contents and location on the work  
Project title and contract number

(f) Unless otherwise provided in this contract, or otherwise directed by the Contracting Officer, shop drawings, coordination drawings and schedules shall be submitted to the Contracting Officer, with a letter in triplicate, sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.

(g) Approval of drawings and schedules will be general and shall not be construed as permitting any departure from the contract requirements, or as approving departures from full-size details furnished by the Contracting Officer. (End of Clause)

**SCHEDULES**

**39. FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the

form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract. (End of Clause)

## **PERFORMANCE**

### **40. FAR 52.236-26--PRECONSTRUCTION CONFERENCE (FEB 1995)**

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

### **41. FAR 52.236-6--SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)**

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

### **42. FAR 52.236-5--MATERIAL AND WORKMANSHIP (APR 1984)**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

**43. GSAR 552.236-79--SAMPLES (APR 1984)**

(a) After the award of the contract, the Contractor shall furnish for the approval of the Contracting Officer samples required by the specifications or by the Contracting Officer. Samples shall be delivered to the Contracting Officer or to the Architect as specified or as directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in the work until approved in writing by the Contracting Officer.

(b) Each sample shall have a label indicating:

- (i) Name of project building or facility, project title and contract number
- (ii) Name of Contractor and, if appropriate, name of subcontractor
- (iii) Identification of material or equipment with specification requirement
- (iv) Place of origin
- (v) Name of producer and brand (if any)

Samples of finished materials shall have additional markings that will identify them under the finish schedules.

(c) The Contractor shall mail under separate cover a letter in triplicate submitting each shipment of samples and containing the information required in paragraph (b) above. He shall enclose a copy of this letter with the shipment and send a copy to the Government representative on the project. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any contract requirement. Substitutions will not be permitted unless they are approved in writing by the Contracting Officer.

(d) Approved samples not destroyed in testing will be sent to the Government representative at the project. Approved samples of hardware in good condition will be marked for identification and may be used in the work. Materials and equipment, incorporated in the work shall match the approved samples. Other samples not destroyed in testing or not approved will be returned to the Contractor at his expense if so requested at time of submission.

(e) Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(f) Samples of various materials or equipment delivered on the site or in place may be taken by the Government representative for testing. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, or there shall be a proper adjustment of the contract price as determined by the Contracting Officer.

(g) Unless otherwise specified, when tests are required only one test of each sample proposed for use will be made at the expense of the Government. Samples which do not meet specification requirements will be rejected. Testing of additional samples will be made by the Government at the expense of the Contractor

**44. FAR 52.236-17--LAYOUT OF WORK (APR 1984)**

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

**45. FAR 52.236-14--AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)**

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates



determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia. (End of Clause)

**46. GSAR 552.236-75--USE OF PREMISES (APR 1984)**

(a) If the premises are occupied, the Contractor, his subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the Contracting Officer for determination.

(c) If the premises are occupied, the Contractor, his subcontractors and their employees shall not have access to or be admitted into any building outside the scope of this contract except with official permission.

**47. FAR 52.236-10--OPERATIONS AND STORAGE AREAS (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads. (End of Clause)

**48. GSAR 552.236-80--HEAT (APR 1984)**

Unless otherwise specified or unless already provided by the Government the Contractor shall;

(a) Provide heat, as necessary to protect all work, materials, and equipment against injury from dampness and cold;

(b) Protect, cover and/or heat as may be necessary, to produce and maintain a temperature of not less than 50 degrees Fahrenheit (1) in the concrete during the placing, setting and curing of concrete, and (2) in the plaster during the application, setting and curing of plaster; and

(c) Provide heat as necessary in the area where work is to be done to provide the minimum temperature recommended by the supplier or manufacturer of the material, but in no case less than 50 degrees Fahrenheit, for a period beginning 10 days before placing of interior finishes and finish materials and continuing until completion or beneficial occupancy of the area, whichever is earlier.

**49. GSAR 552.236-74--WORKING HOURS (APR 1984)**

(a) It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Government.

- (b) Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Contracting Officer for determination.

**50. FAR 52.236-9--PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

**51. FAR 52.236-13--ACCIDENT PREVENTION (NOV 1991)**

(a) The Contractor shall provide, and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

**Alternate I (NOV 1991)**

If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing work, the Contractor shall --

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

#### **52. FAR 52.236-12--CLEANING UP (APR 1984)**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

#### **USE AND POSSESSION**

#### **53. FAR 52.236-11--USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

#### **54. GSAR 552.236-81--USE OF EQUIPMENT BY THE GOVERNMENT (APR 1984)**

(a) The Government may take over and operate, with Government employees, such equipment as is necessary for heating or cooling such areas of the building as require the service, as soon as the installation is sufficiently complete.

(b) The Contracting Officer will advise the Contractor by letter, prior to the use of equipment, which items of equipment will be operated, and the date and time such operation will begin.

(c) Government operation of equipment will not relieve the Contractor of the one-year guarantee on materials and workmanship elsewhere provided for in this contract.

(d) The guarantee period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the "Guarantees" clause of this contract.

#### **INSPECTION**

#### **55. FAR 52.246-12--INSPECTION OF CONSTRUCTION (AUG 1996)**

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;  
(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;  
(3) Constitute or imply acceptance; or  
(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

#### **56. GSAR 552.246-72--FINAL INSPECTION AND TESTS (SEP 1999)**

The Contractor shall give written notice to the Contracting Officer at least 10 calendar days before the date the work will be completed and ready for final inspection and tests. Final inspection and tests will begin within 10 calendar days after the date specified in the Contractor's notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

#### **WARRANTY AND GUARANTEES**

#### **57. FAR 52.246-21--WARRANTY OF CONSTRUCTION (March 1994) (Alternate I) (APR 1984)**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(k) Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

#### **58. GSAR 552.246-75--GUARANTEES (MAY 1989)**

(a) Unless otherwise provided in the specifications, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment, and workmanship for 1 year after the date of final acceptance or the date the equipment or work was placed in use by the Government, whichever occurs first.

(b)(1) If, within any guarantee period, the Contracting Officer finds that guaranteed work requires repairs or change because of defective or inferior materials, equipment, or workmanship or is not in accordance with contract requirements, the Contracting Officer shall notify the Contractor in writing. The Contractor shall promptly, and without additional expense to the Government, correct:

(i) All guaranteed work;

(ii) All damage to equipment, the site, the building or its contents resulting from the unsatisfactory guaranteed work; and

(iii) Any work, materials, and equipment that are disturbed in fulfilling the guarantee, including any disturbed work, materials, and equipment that may have been guaranteed under another contract.

(2) If the Contractor fails to proceed promptly in accordance with the guarantee, the Government may have such work performed at the expense of the Contractor.

(c) Any special guarantees that may be required under the contract will be subject to paragraphs (a) and (b), insofar as they do not conflict with special guarantees.

(d) The Contractor shall furnish to the Government: (1) Each transferable guarantee or warranty of equipment, materials, or installation furnished by any manufacturer, supplier, or installer in the ordinary course of business; (2) All information required to make such guarantee or warranty legally binding and effective; and (3) The information and the guarantee or warranty in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty or, if no time limit is specified, prior to completion and acceptance of all work under this contract.

#### **BUY AMERICAN**

#### **59. FAR 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 2006)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

#### **60. FAR 52.247-63--PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUNE 2003)**

(a) *Definitions.* As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

#### **STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [*State reasons*]:

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(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

#### **61. FAR 52.247-64--PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)**

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. App. 1241(b)) requires that Federal departments and agencies shall transport in privately

owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

- (1) Acquired for a U.S. Government agency account;
  - (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
  - (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
  - (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
- (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both—

- (i) The Contracting Officer, and
- (ii) The Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington DC 20590.

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.
- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.
- (I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to—

- (1) Cargoes carried in vessels as required or authorized by law or treaty;
- (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
- (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
- (4) Subcontracts or purchase orders for the acquisition of commercial items unless—
  - (i) This contract is—
    - (A) A contract or agreement for ocean transportation services; or
    - (B) A construction contract; or
  - (ii) The supplies being transported are—
    - (A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
    - (B) Shipped in direct support of U.S. military—
      - (1) Contingency operations;
      - (2) Exercises; or
      - (3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates Maritime Administration, 400 Seventh Street, SW, Washington DC 20590, Phone: (202) 366-4610.

## **ENVIRONMENTAL PROTECTION**

### **63. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**

(a) *Definitions.* As used in this clause—

“Priority chemical” means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148.

### **64. FAR 52.223-6--DRUG-FREE WORKPLACE (MAY 2001)**

(a) *Definitions.* As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—



(i) The dangers of drug abuse in the workplace;  
(ii) The Contractor's policy of maintaining a drug-free workplace;  
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and  
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination;  
or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

*1.1.2 65. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items. (MAY 2008)*

(a) *Definitions.* As used in this clause—

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officers.

(End of clause)

*Alternate I (May 2008).* As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

\_\_\_\_\_  
[Signature of the Officer or Employee]

\_\_\_\_\_  
[Typed Name of the Officer or Employee]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Name of Company, Firm, or Organization]

\_\_\_\_\_  
[Date]

(End of certification)

**66. FAR 52.223-11--OZONE-DEPLETING SUBSTANCES (MAY 2001)**

- (a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as –
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b) , (c), and (d) and 40 CFR Part 82 , Subpart E, as follows :

WARNING

Contains (or manufactured with, if applicable)  
\*, \_\_\_\_\_, a  
substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

**67. FAR 52.223-12--REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (41 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**68. FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical

Release Inventory Form (Form R) as described in sections 313 (a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if—

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA 42 U.S.C. 11023 (f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094).

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et. Seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt—

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facilities used in the performance of this contract, that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall—

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

## **EMPLOYMENT PRACTICES AND LABOR STANDARDS**

### **69. FAR 52.222-1--NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

### **70. FAR 52.222-3--CONVICT LABOR (JUNE 2003)**

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

- (b) The Contractor is not prohibit from employing persons—
- (1) On parole or probation to work at paid employment during the term of their sentence;
  - (2) Who have been pardoned or who have served their terms; or
  - (3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands, who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--
    - (i) The worker is paid or is in an approved work training program on a voluntary basis;
    - (ii) Representatives of local union central bodies or similar labor union organizations have been consulted;
    - (iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
    - (iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
    - (v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

**71. FAR 52.222-4 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)**

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor

shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

## **72. FAR 52.222-6 - DAVIS-BACON ACT (JUL 2005)**

(a) Definition.—“Site of the work”—

(1) Means—

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **73. FAR 52.222-7 - WITHHOLDING OF FUNDS (FEB 1988)**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer

or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### **74. FAR 52.222-8 - PAYROLLS AND BASIC RECORDS (FEB 1988)**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the—

Superintendent of Documents  
U.S. Government Printing Office  
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives

of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **75. FAR 52.222-9 - APPRENTICES AND TRAINEES (JUL 2005)**

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in



a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### **76. FAR 52.222-10 - COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

#### **77. FAR 52.222-11 - SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)**

(a) *Definition.* "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, Davis-Bacon Act of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled—

(1) Davis-Bacon Act;

(2) Contract Work Hours and Safety Standards Act—Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination—Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Davis-Bacon and Related Act Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for

construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

**78. FAR 52.222-12 - CONTRACT TERMINATION - DEBARMENT (FEB 1988)**

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act - Overtime Compensation, Apprentices and Trainees,, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance With Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

**79. FAR 52.222-13 - COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

**80. FAR 52.222-14 - DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**81. FAR 52.222-15 - CERTIFICATION OF ELIGIBILITY (FEB 1988)**

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**82. FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

### 83. FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in

whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

#### **84. FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**

*(a) Definitions.*

"Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary" as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly Federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good-faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall

excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by --

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment

source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security

number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**85. FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**

(a) *Definitions.* As used in this clause—

“All employment openings” means all positions except executive and top management, those positions that will be filled from within the Contractor’s organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

“Executive and top management” means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

“Other eligible veteran” means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

“Positions that will be filled from within the Contractor’s organization” means employment openings for which the Contractor will give no consideration to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established “recall” lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

“Qualified special disabled veteran” means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

“Special disabled veteran” means—

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—
  - (i) Rated at 30 percent or more; or
  - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran’s ability to prepare for, obtain, or retain employment consistent with the veteran’s abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

“Veteran of the Vietnam era” means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

(1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings.

(1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.



(2) The employment notices shall—

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

*Alternate I (DEC 2001).*

**NOTICE:** The following term(s) of this clause are waived for this contract: \_\_\_\_\_ [List terms(s)].

**86. FAR 52.222-36--AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

(a) *General.* (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.* (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The

notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**87. FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)**

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**88. FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

(a) *Definition.* As used in this clause ----*United States* means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payment for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

**If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment, If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.**

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board

Division of Information

1099 14<sup>th</sup> Street, N.W.

Washington, DC 20570

1-866-667-6572

1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B---Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to ---

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that ---

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall ---

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

**(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--- Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interest of the United States.**

#### **89. FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)**

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$30,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$30,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**90. FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontractors with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract—

*"HUBZone small business concern"* means a small business concern that appears on a List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

*"Service-disabled veteran-owned small business concern"* --

(1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any

publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern"* means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

*"Small disadvantaged business concern"* means a small business concern that represents, as part of its offer that --

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

*"Veteran-owned small business concern"* means a small business concern --

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern"* means a small business concern --

(1) That is at least 51 percent owned by one or more women, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors, regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**91. FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) (ALTERNATE II) (OCT 2001)**

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the

Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not

relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;